

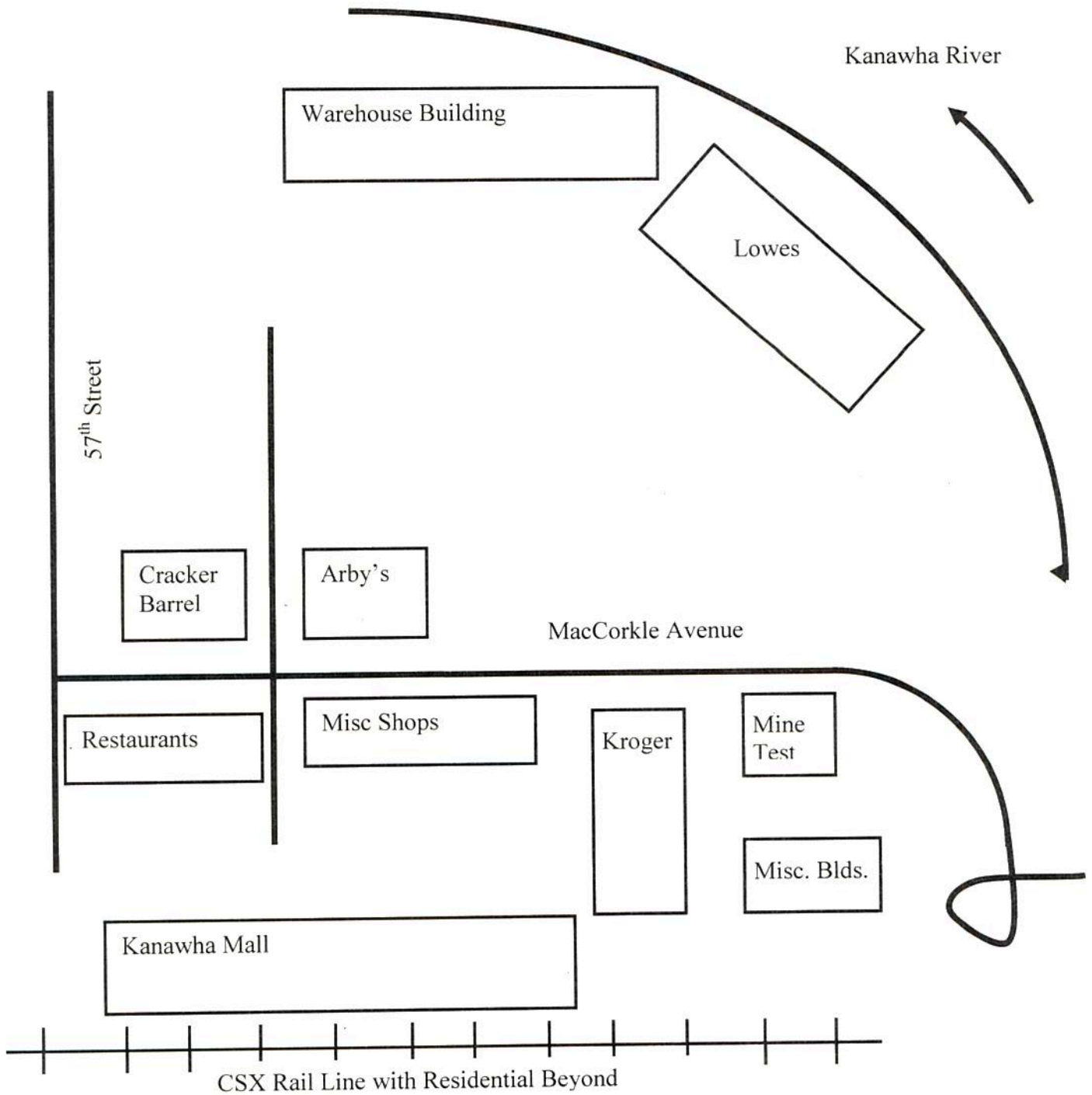
Source: USGS Charleston East West Virginia Quadrangle, 1996. Scale 1:24000.

<p><b>FIGURE NO. 1</b></p> <p><b>SITE LOCATION MAP</b></p> <p><b>Former Libbey-Owens-Ford Glass Site and Alleged Offsite Waste Disposal Areas</b></p> <p><b>Charleston, West Virginia</b></p>	<p><b>Prepared for:</b></p> <p>West Virginia Department of Environmental Protection</p> <p><b>Executive Summary Report</b></p>	<p><b>Prepared by:</b></p> <p><b>ERC</b> Environmental Resources &amp; Consulting, LLC</p>
---	--	--

PFE ORIGINAL

Approximate North

Kanawha River



**FIGURE NO. 2**

**SITE MAP**

**Former Libbey-Owens-Ford Site**

**Charleston, West Virginia**

**Prepared for:**

West Virginia Department of  
Environmental Protection

**Executive Summary Report**

**Prepared by:**

**ERC**  
Environmental  
Resources & Consulting, LLC

Table No. 1

**Climate Data**  
**Former Libbey-Owens-Ford Site**  
**Charleston, WV**

**Average Rainfall**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
mm	84.9	82.3	99.6	86.8	91.6	87.0	142.8	96.7	79.2	63.2	73.9	71.6	1060.6
inches	3.3	3.2	3.9	3.4	3.6	3.4	5.6	3.8	3.1	2.5	2.9	2.8	41.8

**Average Maximum Temperature**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
°C	5.1	7.3	13.7	19.3	24.1	28.3	29.8	29.1	26.0	20.1	14.0	7.7	18.7
°F	41.2	45.1	56.7	66.7	75.4	82.9	85.6	84.4	78.8	68.2	57.2	45.9	65.7

**Average Minimum Temperature**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
°C	-5.0	-3.5	1.6	6.0	10.8	15.4	18.0	17.4	13.6	6.7	2.3	-2.2	6.7
°F	23.0	25.7	34.9	42.8	51.4	59.7	64.4	63.3	56.5	44.1	36.1	28.0	44.1

**Source:** CHARLESTON KNWA AP, KANAWHA COUNTY data derived from [NCDC TD 9641 Clim 81 1961-1990 Normals](#). 30 years between 1961 and 1990

PFE ORIGINAL

FORMER LIBBEY-OWENS-FORD PLANT SITE  
PHOTOGRAPHS: 6 March 08



Photograph No. 1: View to the North of the river bank waste disposal area.



Photograph No. 2: FMC cell bottoms reportedly covering waste and extending below the Kanawha River water line at the former river bank disposal area.

FORMER LIBBEY-OWENS-FORD PLANT SITE  
PHOTOGRAPHS: 6 March 08



Photograph No. 3: Glass waste on the ground at the former river bank disposal area.



Photograph No. 4: View to the Southwest of the river bank disposal area.

## Certified Sanborn® Map Report



Sanborn® Library search results  
Certification # 4F10-45D9-BB87

**Former Libby-Owens Ford Glass Plant**  
**MacCorkle and 57th Street**  
**CHARLESTON, WV 25304**

**Inquiry Number 2137730.2s**

**February 07, 2008**



EDR® Environmental  
Data Resources Inc

### **The Standard in Environmental Risk Information**

440 Wheelers Farms Rd  
Milford, Connecticut 06461

#### **Nationwide Customer Service**

Telephone: 1-800-352-0050  
Fax: 1-800-231-6802  
Internet: [www.edrnet.com](http://www.edrnet.com)

**Certified Sanborn® Map Report**

2/07/08

**Site Name:**

Former Libby-Owens Ford  
MacCorkle and 57th Street  
CHARLESTON, WV 25304

**Client Name:**

Env. Resources & Consult. LLC  
6 Coco Road  
Elkview, WV 25071

EDR Inquiry # 2137730.2s

Contact: Ken Pasterak



The complete Sanborn Library collection has been searched by EDR, and fire insurance maps covering the target property location provided by Env. Resources & Consult. LLC were identified for the years listed below. The certified Sanborn Library search results in this report can be authenticated by visiting [www.edrnet.com/sanborn](http://www.edrnet.com/sanborn) and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by Sanborn Library LLC, the copyright holder for the collection.

**Certified Sanborn Results:**

**Site Name:** Former Libby-Owens Ford Glass Plant  
**Address:** MacCorkle and 57th Street  
**City, State, Zip:** CHARLESTON, WV 25304  
**Cross Street:**  
**P.O. #** WVDEP LOF Glass  
**Project:** Former Libby-Ow  
**Certification #** 4F10-45D9-BB87



Sanborn® Library search results  
Certification # 4F10-45D9-BB87

**Maps Identified** - Number of maps indicated within "( )"

1989 (1)  
1972 (1)  
1950 (1)  
1933 (1)

Total Maps: 4

The Sanborn Library includes more than 1.2 million Sanborn fire insurance maps, which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- ✓ Library of Congress
- ✓ University Publications of America
- ✓ EDR Private Collection

**Limited Permission To Make Copies**

Env. Resources & Consult. LLC (the client) is permitted to make up to THREE photocopies of this Sanborn Map transmittal and each fire insurance map accompanying this report solely for the limited use of its customer. No one other than the client is authorized to make copies. Upon request made directly to an EDR Account Executive, the client may be permitted to make a limited number of additional photocopies. This permission is conditioned upon compliance by the client, its customer and their agents with EDR's copyright policy; a copy of which is available upon request.

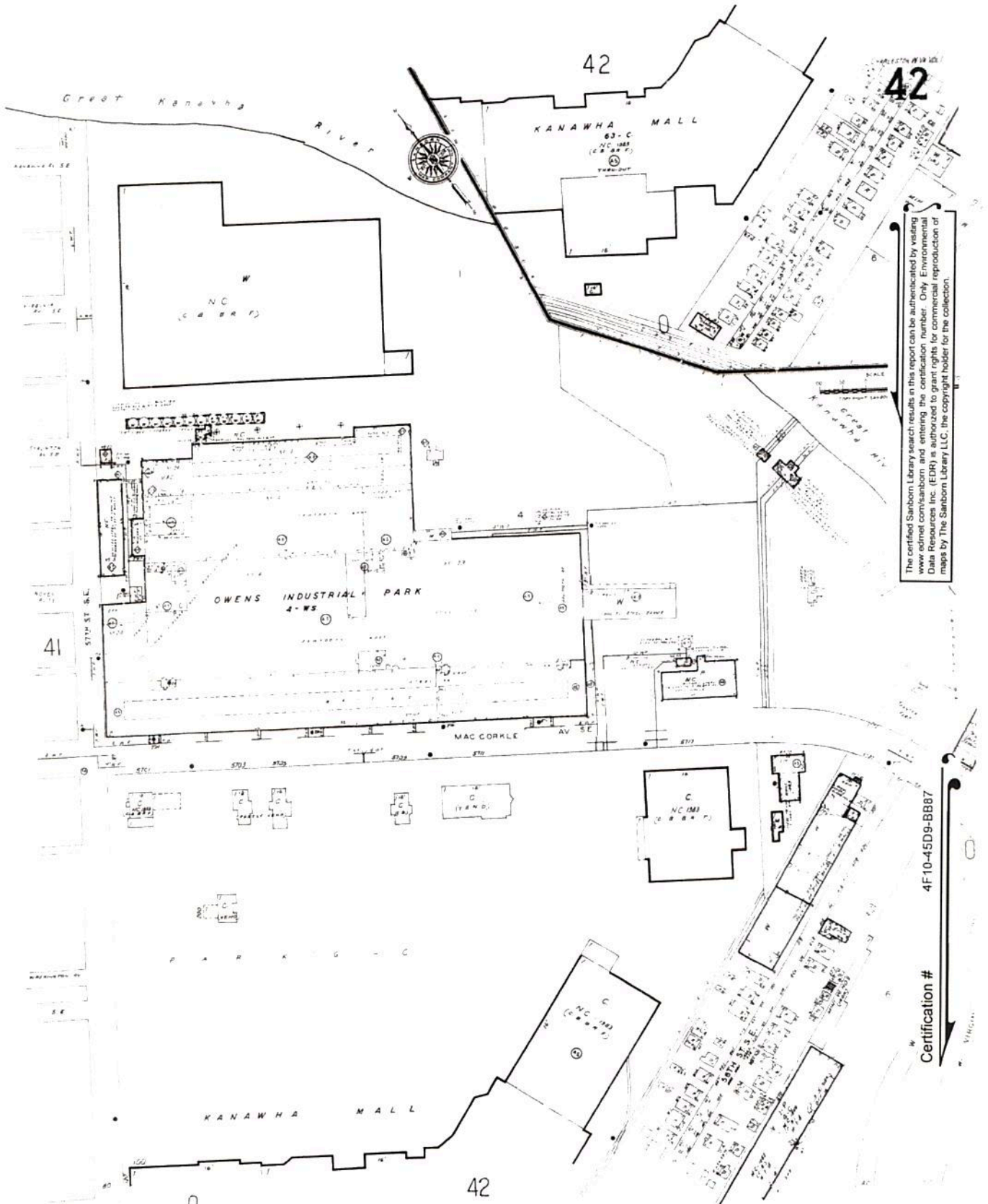
**Disclaimer - Copyright and Trademark notice**

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT. Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2008 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

PFE ORIGINAL



This certified Sanborn Library search results in this report can be authenticated by visiting the Sanborn Library website and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

4F10-45D9-BB87

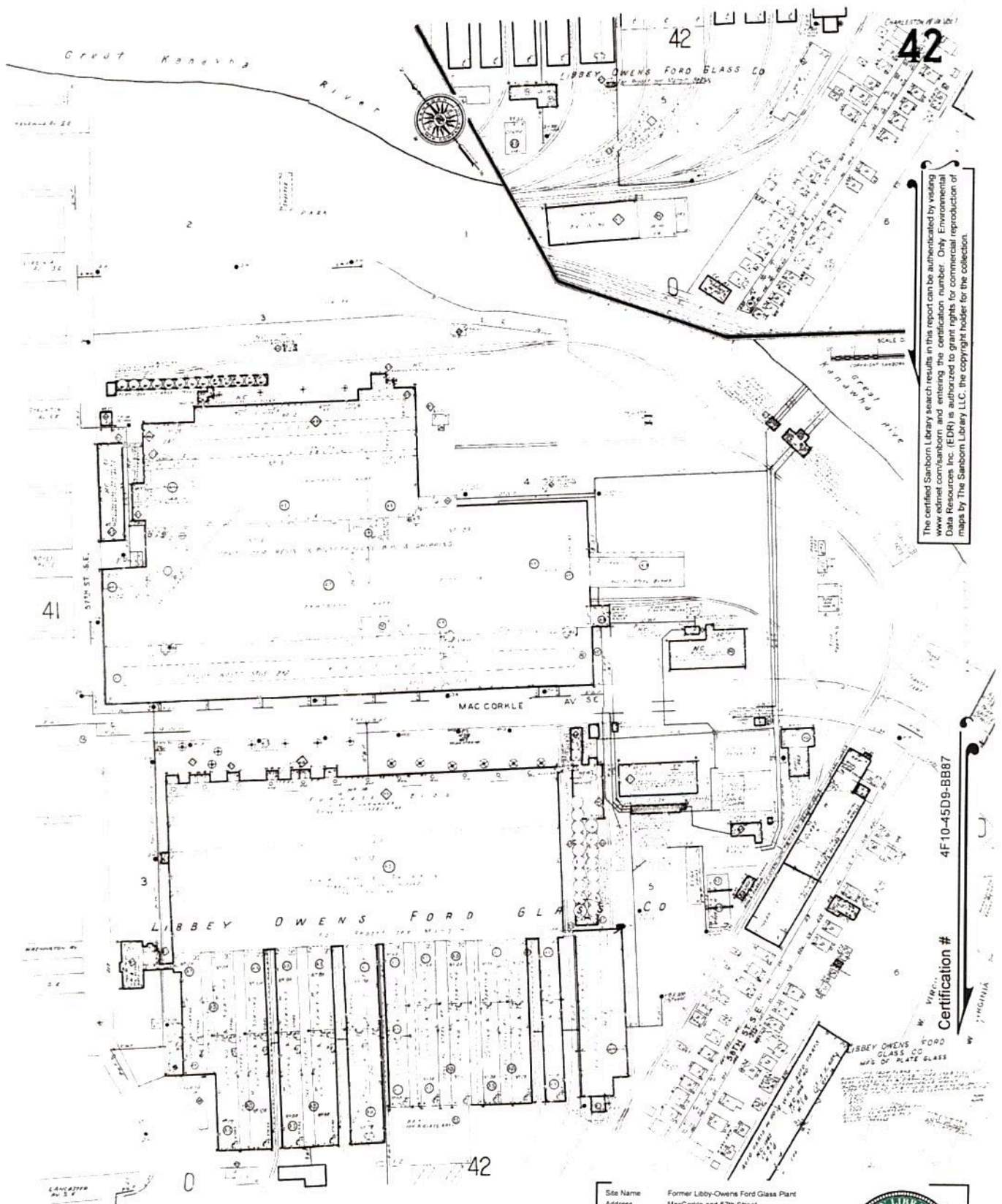
Certification #

Site Name: Former Libby-Owens Ford Glass Plant  
 Address: MacCorkle and 57th Street  
 City, ST, ZIP: CHARLESTON WV 25304  
 Client: Env. Resources & Consult. LLC  
 EDR Inquiry: 2137790 2x  
 Order Date: 2/7/2008 10:00:58 AM  
 Certification #: 4F10-45D9-BB87

Copyright: 1989



PFE ORIGINAL



The certified Sanborn Library search results in this report can be authenticated by visiting [www.edm.com/sanborn](http://www.edm.com/sanborn) and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

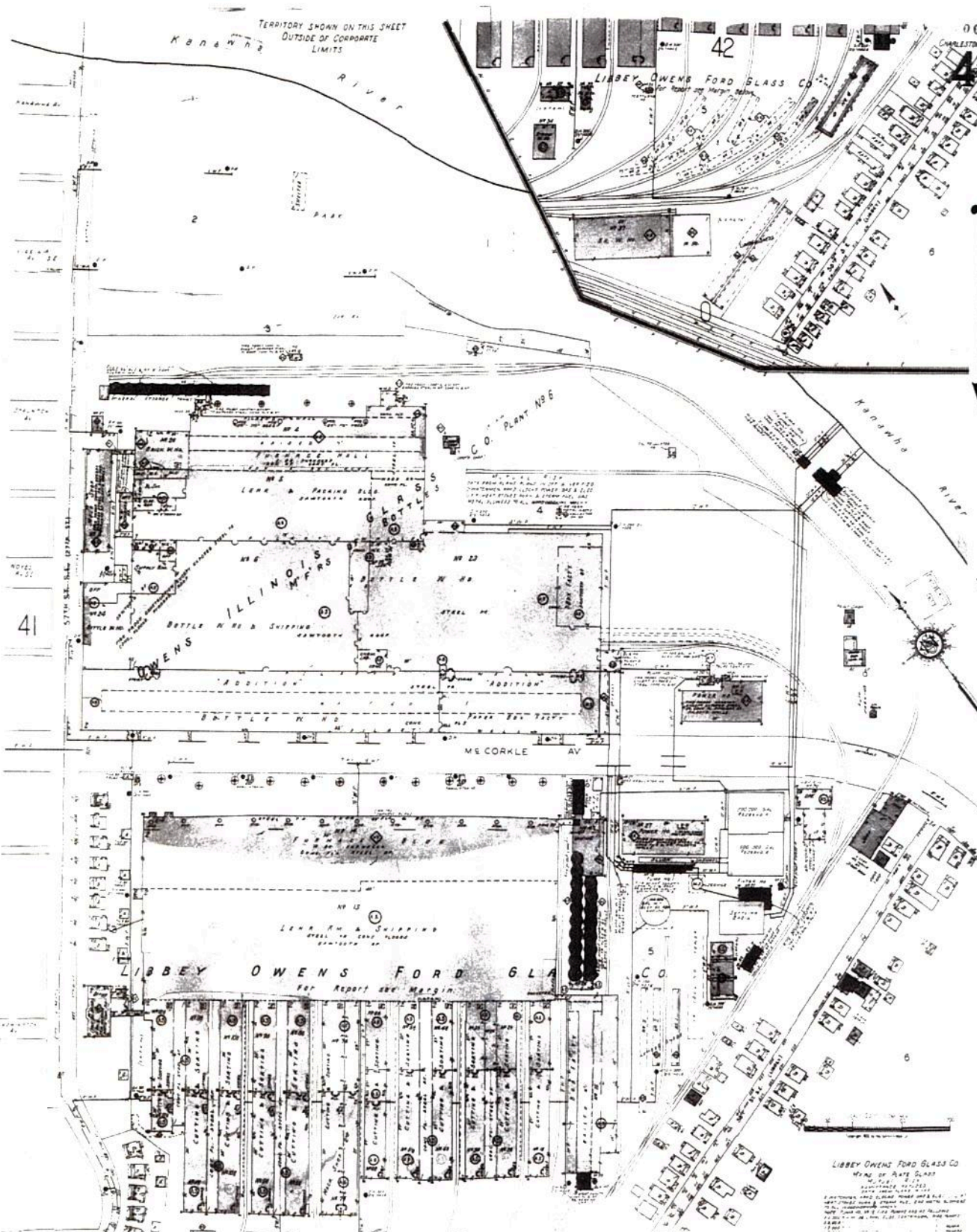
4F10-45D9-BB87

Certification #

Site Name: Former Libbey-Owens Ford Glass Plant  
 Address: MacCorkle and 5th Street  
 City, ST, ZIP: CHARLESTON WV 25304  
 Client: Env. Resources & Consult. LLC  
 EDR Inquiry: 2137730 2s  
 Order Date: 2/7/2008 10:00:58 AM  
 Certification #: 4F10-45D9-BB87



Copyright: 1972



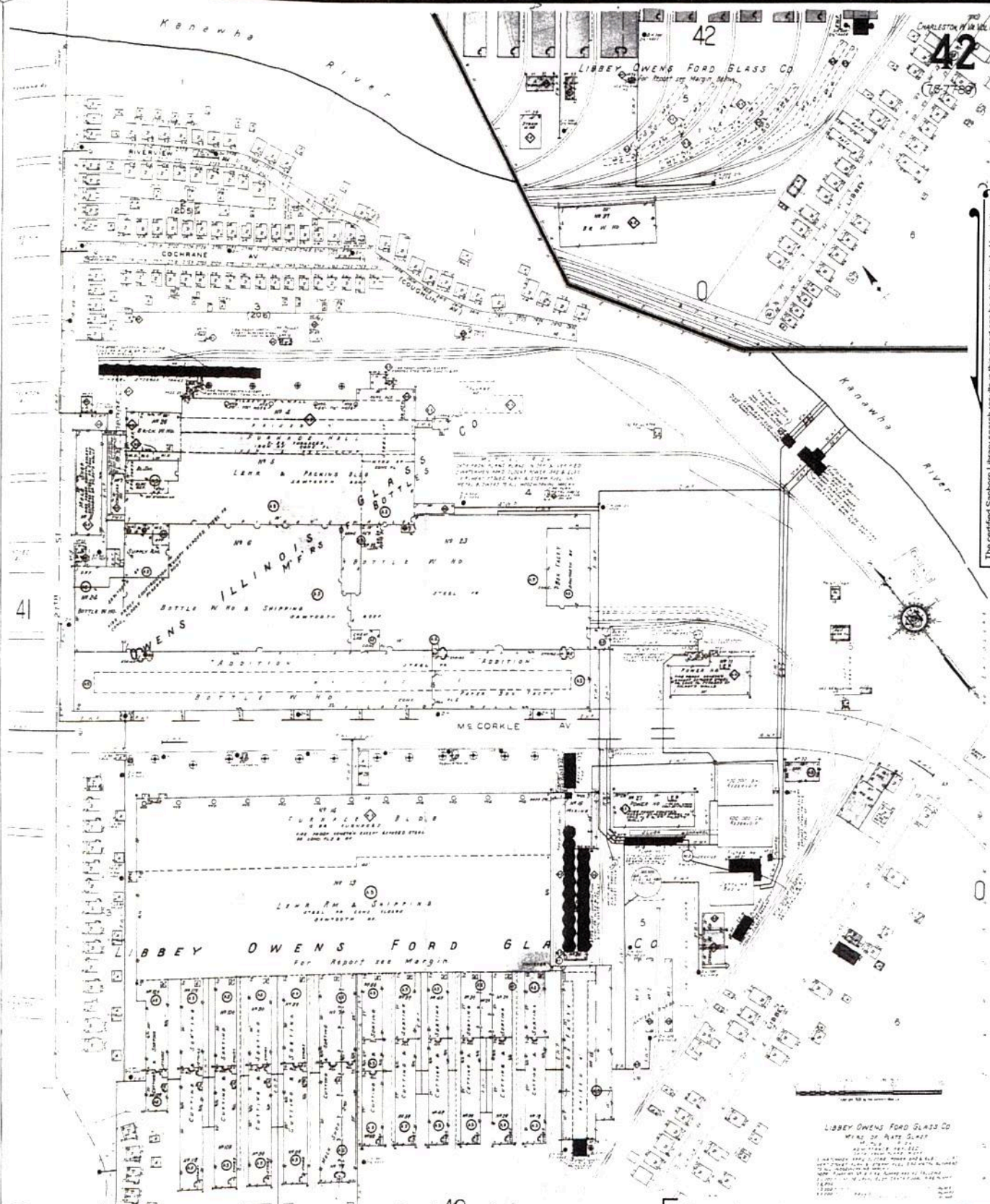
The certified Sanborn Library search results in this report can be authenticated by using the report number and entering the certification number. Only Environmental Data Resources, Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

4F10-4509-BB87

Certification #

Site Name: Former Libbey-Owens Ford Glass Plant  
 Address: MacCorkle and 57th Street  
 City, ST, ZIP: CHARLESTON WV 25304  
 Client: Env. Resources & Consult LLC  
 EDR Inquiry: 213773028  
 Order Date: 2/7/2008 10:00:58 AM  
 Certification #: 4F10-4509-BB87





The certified Sanborn Library search results in this report can be authenticated by visiting [www.edr.com/sanborn](http://www.edr.com/sanborn) and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # 4F10-45D9-BB87

Site Name: Former Libbey-Owens Ford Glass Plant  
 Address: MacCorkle and 57th Street  
 City, ST, ZIP: CHARLESTON WV 25304  
 Client: Env. Resources & Consult. LLC  
 EDR Inquiry: 21377302s  
 Order Date: 2/7/2008 10:00:56 AM  
 Certification #: 4F10-45D9-BB87



PFE ORIGINAL

**Aerial Photographs  
Libbey-Owens-Ford Site**

- 1. November 14, 1938**
- 2. April 8, 1955**
- 3. April 26, 1972**

WITNESSETH THAT THE FOREGOING DEED WAS READ TO THE PARTIES, AND THAT THEY HAVE VOLUNTARILY SIGNED AND DELIVERED THE SAME.

This deed was this day presented to me in my office, and thereupon, together with the other facts to be mentioned, is admitted to record.

Teste:

37-553

\_\_\_\_\_  
Kane County Court.

Charles J. Dickinson et al.

0182

To: J. Francis London, Esq.

THE TRUSTEES OF THE TRUST

THIS DEED, made this day of August, 1928, between CHARLES J. DICKINSON and HELEN E. DICKINSON, his wife, parties of the first part, and THE TRINITY TRUST COMPANY, a corporation organized and existing under the laws of the State of Ohio, party of the second part;

WITNESSETH:

That one said parties of the first part, do, in consideration of cash, \$10,000, and other valuable consideration, cash in hand paid, the receipt whereof by said first parties is hereby acknowledged, grant and convey unto the said party of the second part subject to the reservations, exceptions and provisions hereinafter contained, that certain tract of bottom land containing about fifty (50) acres, more or less, situate in London District of Kane County, West Virginia between the right of way of the Chesapeake & Ohio Railway Company and the Kanawha River, a short distance east of Kanawha City, and consisting of the following parcels:

Parcel No. 1.

Containing a strip of land, more or less, at the right of way of the Chesapeake & Ohio Railway, also known as a strip adjoining to the Riverside Iron Works (now J. J. Dickinson) bounded with a line of lands of said Iron Works N. 68° 40' E. passing the center line of the Charleston Interurban Railroad at 1300 feet, in all 1770 feet to a stake at pool water in Kanawha River, thence up the river S. 40° E. 1770 feet to a stake at pool water in Kanawha River, thence up the river S. 40° E. 1770 feet to a stake, corner to George High, thence with the line of said High S. 63° 30' W. crossing the Charleston Interurban Railroad at 320 feet, in all 1720 feet to a stake in the line of the Chesapeake & Ohio Railway, thence with the line of said right of way N. 10° W. all 100 feet, N. 10° E. across section the beginning, containing 10,000 acres, reserving from said boundary, however, a strip one and 500 feet long by 50 feet wide containing 10 acres herebefore granted for the county road and railroad uses.

Parcel No. 2.

Being the remaining a tract of land, more or less, now owned by J. J. Dickinson, to a position, and on boundary is described as to land:

Beginning at a stone in the north corner of the right of way of the Chesapeake & Ohio Railway, and a corner to the table of the Riverside Iron Works (now J. J. Dickinson), thence along the line of said right of way N. 10° E. 100 feet, more or less, to a stake, corner to the northern of said tract set aside to J. J. Dickinson, thence with the line of said Dickinson N. 71° E. descending the Interurban Railroad and the county road 1920 feet to a stake at pool water in the Kanawha River, also corner to J. J. Dickinson - thence S. 40° E. 1770 feet to a stake, corner to George High, thence with the line of said High S. 63° 30' W. crossing the Charleston Interurban Railroad at 320 feet, in all 1720 feet to a stake in the line of the Chesapeake & Ohio Railway, thence with the line of said right of way N. 10° W. all 100 feet, N. 10° E. across section the beginning, containing 10,000 acres, reserving from said boundary, however, a strip one and 500 feet long by 50 feet wide containing 10 acres herebefore granted for the county road and railroad uses.

crossing the county road and Interurban Railroad 1800 feet to the beginning, containing 10.000 acres, more or less, hereafter, however, the right of way for a county road and the Charleston Interurban Railroad, being .50 of an acre, more or less.

The trusts or parcels of land above described and conveyed are the same granted and conveyed to the said Charles C. Dickinson by Jampsville Creek Coal Company by deed dated the 15th day of December, 1910, and recorded in the office of the clerk of the County Court of Kanawha County, West Virginia, in deed book No. 190 page 337.

Said trusts of land are hereby conveyed subject to the right, saved and excepted by said Jampsville Creek Coal Company in the said deed of December 31, 1910, to said Charles C. Dickinson, in connection with said land, to use the river front lying to front of the whole or part property for landing purposes for the holding of empty or loaded barges and other purposes incidental thereto as fully set forth in said deed of December 31, 1910, recorded as aforesaid, to which reference is hereby made for the particular description of said land, as well as of the right so saved and excepted by said Jampsville Creek Coal Company.

#### Section 2.

Be it further covenanted and warranted that certain lot or parcel of bottom land containing twenty (20) acres, more or less, situated between two lots of bottom land formerly owned by J. B. Kelly and hereafter owned by the Jampsville Creek Coal Company and adjoining Lot No. 1 conveyed to the Riverine Iron Works by the partition deed of June 12, 1911, hereinafter mentioned and extending from the North-western line of said Lot No. 1, at or near the foot of the river side to low water mark on the Kanawha River, as shown on the map hereinafter mentioned; excepting so much thereof as may be embraced in the right of way of the Chesapeake & Ohio Railway Company and the right of way of the Charleston Interurban Railroad Company, together with all the rights or way and easements belonging or appurtenant to said lot or parcel of land and all the rights, privileges and appurtenances thereunto belonging or in any wise appertaining, being the "first" lot or parcel of land granted and conveyed to the said Charles C. Dickinson by National Iron Company, a corporation, by deed dated the 15th day of June 1917, and recorded in the office of the clerk of the County Court of said Kanawha County in deed book No. 175 page 110, to which deed and to the map hereto attached reference is hereby made for the particular description thereof.

There is further excepted and reserved from the effect and operation of this deed, any strips of land, rights of way or other easements heretofore granted by the said Charles C. Dickinson, or his predecessors in title to the Charleston Interurban Railroad Company, the County Court of Kanawha County, the State Board of Commissioners of West Virginia, or other parties for rights of way for said Charleston Interurban Electric Railway, public roads or other like purposes, by deeds, agreements or other rights recorded in said County Court or State Board of Kanawha County, West Virginia, and there is further so excepted and reserved a right of way twenty (20) feet in width adjoining the county road running through said three parcels of land on the east or river side of said county road, which right of way the said Dickinson, or his predecessors gave and grant, without consideration, to the County Court of Kanawha County for the purpose of widening said county road, the deed for which twenty (20) feet right of way was not then delivered although said County Court or said State Board Commissioners had been petitioned for said twenty (20) feet right of way and

PFE ORIGINAL

is now engaged in constructing an additional road between.

The several tracts or parcels of land aforesaid, and each of them, are hereby granted and conveyed subject to the existing terms, provisions and conditions affecting the same contained in the deeds aforesaid of the said Dickinson or other records of the papers under which the said Dickinson acquired said property.

It is understood that the said if said property evidenced by this conveyance is a full and gross and not by the more.

Subject to the reservations, exceptions and provisions above set forth the said part 1st of the first part covenant that they will warrant generally the property hereby conveyed and that the same is free from liens and encumbrances, and that they have the right to convey said land to the grantee herein and that said grantee shall have quiet possession of said land, free from all encumbrances.

Witness the following signatures and seals.

Charles C. Dickinson (Seal)

Walter C. Dickinson (Seal)

STATE OF MISSISSIPPI, DEPT. OF REVENUE, TO-WIT:

I, John J. Brown, a Notary Public of the said County of Harrison, do certify that CHARLES C. DICKINSON and WALTER C. DICKINSON, his wife, whose names are known to the said Notary, bearing date the 2nd day of August, 1906, have this day acknowledged the same before me in my said County.

Given under my hand and official seal this 2nd day of August, 1906.

My commission expires on the 20th day of March, 1907.

JOHN J. BROWN

Notary Public.

WIT. THE HARRISON COUNTY CLERK'S OFFICE, DEPT. OF REVENUE.

This deed was this day presented to me in my office, and thereupon together with the certificate thereto attached is admitted to record.

Dated:

\_\_\_\_\_  
HARRISON COUNTY CLERK

CHARLES C. DICKINSON and

WALTER C. DICKINSON

and their wife

Bertina Dickinson

THIS DEED, made this 20th day of September, 1906, between Marietta Bailey and William Bailey, her husband, Matilda Bell Bailey, and B. B. Bailey, her husband, M. B. Spence, single, and B. T. Spence and Minnie L. Spence, his wife, parties of the first part; and Bertina Dickinson, wife of the second part, WITNESSETH:

That for and in consideration of the sum of \$1,000, dollars, cash in hand paid, and other good and valuable consideration, the receipt of all which said money acknowledged, the said parties of the first part do hereby sell the said party of the second part, all their right, title and interest in and to all that certain lot of land, together with the improvements thereon, and all whatsoever thereunto belonging, situate in Union District, Harrison County, West Virginia, that is to-wit:



PFE ORIGINAL

PFE ORIGINAL

PFE ORIGINAL

DEED

V.2. 8/16/99  
Kanawha, W.VA.

THIS DEED, made and entered into this 30th day of August, 1999, by and between NEW VALLEY CORPORATION, a Delaware corporation, party of the first part, "Grantor", and KANAWHA MALL LLC, a Delaware limited liability company qualified to do business in West Virginia, party of the second part, "Grantee".

WITNESSETH: That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Grantor, does hereby GRANT and CONVEY, with covenants of SPECIAL WARRANTY, unto Grantee, all of the following described real estate, together with the buildings and improvements thereon and the appurtenances thereunto belonging, situate, lying and being in Kanawha County, West Virginia, more particularly bounded and described as follows, to-wit:

See Schedule A attached hereto and made a part hereof.

And being the same real estate which was conveyed to the Grantor by Deed dated January 11, 1996, and recorded in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, on 1.16.96, in Deed Book 2379 page 668.

RETURN TO SPILMAN DCH  
THOMAS & BATTLES BOX

\\FRM11579\DATA\WPDOCS\14652\_01 0484WV\_MISC\WVAREED4.DOC

Recorded in DEED BK 2479 PG 551. 09/01/1999 09:35:01 PM  
Alma W. Kins, County Clerk, Kanawha County, WV  
Deed Tax \$282.20, Recording Fee \$5.50, TOTAL \$287.70

PFE ORIGINAL

This conveyance is made subject to any and all exceptions, reservations, restrictions, easements, rights-of-ways, and agreements of record, existing leases (whether or not of record), and conditions as contained in prior deeds of conveyance in this chain of title, and Grantor does hereby fully warrant and defend the title to said land against the lawful claims and demands of all persons claiming by, through, or under Grantor.

The Grantor herein declares that the total consideration paid for the property transferred by this document is ten dollars and other good and valuable consideration (\$10.00) (total \$11,200,028.00).

[THIS SPACE LEFT DELIBERATELY BLANK]

PFE ORIGINAL

IN WITNESS WHEREOF, Grantor, has caused its name to be signed  
hereto by its duly authorized officer.

NEW VALLEY CORPORATION

By: Bennett P. Borke  
BENNETT P. BORKE,  
Assistant Secretary

PREPARED BY AND RETURN  
AFTER RECORDING TO:

Benjamin Suckewer, Esq.  
FISCHBEIN-BADILLO-WAGNER-HARDING  
909 Third Avenue  
New York, New York 10022

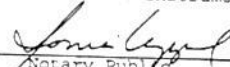
---

PFE ORIGINAL

ACKNOWLEDGMENT

STATE OF NEW YORK )  
                          ) ss.:  
COUNTY OF NEW YORK)

On this 10 day of August, 1999, before me the undersigned came BENNETT BORKO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual or persons upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

SONIA K. UPPAL  
NOTARY PUBLIC, State of New York  
No. 0205687976  
Qualified in New York County 1999  
Commission Expires Nov. 10, 2001

## SCHEDULE A

All that certain parcel of land situate in the Kanawha City area of the City of Charleston, Kanawha County, West Virginia, more particularly bounded and described as follows:

BEGINNING at a spike set in the easterly right-of-way line of 57th Street, said point of beginning being located N. 38° 40' E. a distance of 949.78 feet from a concrete monument marking the intersection of the northerly right-of-way line of the Chessie System Railroad and the easterly right-of-way line of the 57th Street, said point of beginning also being located S. 38° 40' W. a distance of 200.00 feet from an "X" marked on the sidewalk marking the intersection of the former easterly right-of-way of 57th Street and the southerly right-of-way line of MacCorkle Avenue, S.E.;

Thence with the easterly right-of-way line of 57th Street N. 38° 40' E. a distance of 50.00 feet to a spike;

Thence S. 51° 20' E. a distance of 525.00 feet to a spike;

Thence N. 38° 40' E. a distance of 138.00 feet to a point;

Thence S. 51° 20' E. a distance of 55.12 feet to a point;

Thence S. 38° 40' W. a distance of 138.00 feet to a spike;

Thence S. 51° 20' E. a distance of 320.00 feet to a spike;

Thence N. 38° 40' E. a distance of 150.00 feet to a spike;

Thence S. 51° 20' E. a distance of 35.00 feet to a spike;

Thence S. 38° 40' W. a distance of 345.65 feet to a point;

Thence S. 51° 20' E. a distance of 64.30 feet to a spike;

Thence S. 17° 35' E. a distance of 58.00 feet to a spike;

Thence S. 72° 25' W. a distance of 370.00 feet to a point;

Thence S. 17° 35' E. a distance of 232.00 feet to a point;

Thence N. 72° 25' E. a distance of 370.00 feet to a spike;

Thence S. 17° 35' E. a distance of 30.00 feet to a spike;

Thence N. 72° 25' E. a distance of 340.00 feet to a 5/8 inch steel reinforcing bar;

Thence S. 06° 12' E. a distance of 30.60 feet to a 3/4 inch iron pipe;

- Continued -

Thence S. 72° 25' W. a distance of 1348.17 feet to an iron pipe with a flag plate set in the northerly right-of-way line of the Chessie System Railroad, at a radial distance of 40 feet from the centerline of the westbound track;

Thence with the northerly right-of-way line of the Chessie System Railroad with a curve to the left with a radius of 6915 feet an arc distance of 448.71 feet (chord bearing N. 32° 14' W. a chord distance of 448.63 feet) to a point;

Thence N. 38° 40' E. a distance of 836.61 feet to a spike;

Thence N. 51° 20' W. a distance of 303.00 feet to a spike set in the easterly right-of-way line of 57th Street;

Thence with the easterly right-of-way line of 57th Street N. 38° 40' E. a distance of 30.00 feet to a spike;

Thence S. 51° 20' E. a distance of 280.00 feet to a spike;

Thence N. 38° 40' E. a distance of 170.00 feet to a spike;

Thence N. 51° 20' W. a distance of 280.00 feet to the point of beginning; and containing 18.73 acres, more or less.

TOGETHER WITH the following appurtenant easement rights:

(a) An easement and right-of-way for a service road 40 feet in width running along the southerly boundary line of the "Hills Pad", as described and reserved in that certain deed from Kanawha City Mall Associates ("KCMA"), a West Virginia general partnership, to Interstate Leasing Corporation, a New York corporation, dated January 28, 1983, of record in the office of the Clerk of the County Commission of Kanawha County, West Virginia, in Deed Book 2023, at page 729 (the "Hills Deed");

(b) An easement and right-of-way for an access road 40 feet in width across the "Hills Common Area", as described and reserved in the Hills Deed;

(c) An easement and right-of-way for a service road 30 feet in width running along the easterly boundary line of the Kroger parcel, as described and reserved in that certain deed from KCMA, a West Virginia general partnership, to The Kroger Co., an Ohio corporation, dated September 30, 1982, of record in said Clerk's office in Deed Book 2014, at page 514 (the "Kroger Deed");

(d) Easements and rights-of-way for drainage, sewer and other utilities necessary to serve the property of KCMA, as described and recorded in that certain deed from KCMA, a West Virginia general partnership, to G. C. Murphy Company, a corporation, dated July 29, 1982, and of record in the said Clerk's office in Deed Book 2009, at page 550 (the "Murphy Deed");

(e) Those rights and appurtenances created by virtue of that certain Construction, Operating and Reciprocal Easement Agreement dated February 1, 1986, by and between KCMA, The Kroger Co., G. C. Murphy Company, Interstate Leasing Corporation and SCOA Industries, Inc. and of record in said Clerk's office in Deed Book 2122, at page 718, as supplemented by the following three assignments: (1) unrecorded Separate Agreement, dated as of March 1, 1984, between KCMA and Interstate Leasing Corporation and SCOA Industries, Inc.; (2) Separate Agreement, dated as of March 1, 1984, between KCMA and The Kroger Co., and of record in said Clerk's office in Deed Book 2123, at page 498; and (3) unrecorded Separate Agreement, dated as of March 20, 1984, between KCMA and G. C. Murphy Company (said four assignments are called herein the "C.O.R.E. Agreement").

(f) The non-exclusive easement to use the parking area and roadways and traffic lanes, all as described in that certain Agreement And Partial Release dated July 27, 1984, by and between The Litchfield Company of South Carolina, Inc. and KCMA, of record in said Clerk's office in Deed Book 2081, at page 12.

This instrument was presented to the Clerk of the County  
Commission of Kanawha County, West Virginia, on SEP 01 1999  
and the same is admitted to record

Teste: Alma H. King Clerk  
Kanawha County Commission

2425 867

PFE ORIGINAL

THIS DEED, Made as of this 10th day of October, 1997, by and between THE COUNTY COMMISSION OF KANAWHA COUNTY (formerly, The County Court of Kanawha County), a public corporation created and existing under and by virtue of the constitution and laws of the State of West Virginia, acting on behalf of Kanawha County, a political subdivision of the State of West Virginia, party of the first part, and SARAH AND PAULINE MAIER FOUNDATION, INC. (formerly, Sarah and Pauline Maier Scholarship Foundation, Inc.), a West Virginia nonprofit corporation, party of the second part;

WHEREAS, by Indenture of Lease dated as of February 1, 1965, and recorded in the office of the Clerk of The County Commission of Kanawha County, West Virginia, in Lease Book 157, page 410, as supplemented by Supplemental Indenture of Lease dated as of August 31, 1968, and recorded in the office of the Clerk of The County Commission of Kanawha County, West Virginia, in Lease Book 175, page 273, the party of the first part did demise and lease to the party of the second part the hereinafter conveyed real estate, and

WHEREAS, pursuant to the provisions of Section 18 of the aforesaid Lease, the party of the second part has exercised its option to purchase said real estate,

NOW THEREFORE, THIS DEED WITNESSETH That for and in consideration of the sum of Five Thousand Dollars (\$5,000.00), cash in hand paid, and other good and valuable consideration paid by the party of the second part to the party of the first part, the receipt and sufficiency of all of which are hereby acknowledged, the party of the first part does hereby GRANT and CONVEY unto the party of the second part all of the lots or parcels of real estate, together with the improvements thereon and the appurtenances thereunto belonging, situate and being in the City of Charleston, Kanawha County, West Virginia, described in Exhibit A attached hereto and incorporated herein by reference, and being the same real estate that was conveyed to the party of the first part by Owens-Illinois

James K. Brown  
PO Box 553  
Charleston, W. Va. 25302  
Return to

STATE OF WEST VIRGINIA  
KANAWHA COUNTY, WV  
CLERK OF THE COUNTY COMMISSION  
10/24/1997 10:43:38 AM  
DEED  
RECORDED  
\$5.00 .00

Glass Company by deed dated February 1, 1965, and recorded in the aforesaid Clerk's office on February 10, 1965, reference to which deed aforesaid is herewith made for a more particular description of the real estate herein conveyed.

Thus conveyance is made subject to any and all covenants, restrictions, conditions, reservations, prior mineral reservations, rights of way and easements set forth and contained in former deeds in the chain of title, together with any and all necessary rights incidental thereto, contained of record in the aforesaid Clerk's office.

Subject to the matters noted herein, the party of the first part hereby covenants that it will WARRANT SPECIALLY the title to the real estate herein conveyed.

The undersigned grantor does hereby state that the real estate transferred by this instrument is not subject to West Virginia excise tax on the privilege of transferring real estate for the reason that this is a transfer from a political subdivision of the State of West Virginia.

IN WITNESS WHEREOF, The County Commission of Kanawha County, a public corporation acting on behalf of Kanawha County, a political subdivision of the State of West Virginia, has caused its name to be signed by Henry C. Shores, its President, thereunto duly authorized.

THE COUNTY COMMISSION OF  
KANAWHA COUNTY

By   
His President

STATE OF WEST VIRGINIA,  
COUNTY OF KANAWHA, to-wit:

2425 859

PFE ORIGINAL

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 1997, by Henry C. Shores, the President of THE COUNTY COMMISSION OF KANAWHA COUNTY, a public corporation created and existing under and by virtue of the constitution and laws of the State of West Virginia, on behalf of said public corporation.

My commission expires



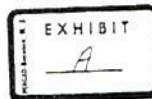
NOTARY PUBLIC

This instrument was prepared by Tanya Willis Miller, Attorney-at-Law, Jackson & Kelly, 1600 Laidley Tower, Post Office Box 553, Charleston, West Virginia 25322

CHANCERY 000802

PFE ORIGINAL

BEGINNING at a point on the eastern corner of the intersection of 57th Street, S. E., and MacCorkle Avenue, S. E., in said City of Charleston, which point is marked by a drill hole containing a wood plug in the concrete sidewalk there situated; thence with the southeast line of said 57th Street N. 38° 40' E. 1357.86 feet more or less to the point where said line intersects the edge of the water of Kanawha River at normal pool stage of the Winfield Dam; thence upriver with said edge of the water of said Kanawha River the following courses and distances: S. 38° 01' E. 106.81 feet to a concrete monument; S. 41° 41' E. 105.68 feet to a concrete monument; S. 37° 45' E. 168.45 feet to a concrete monument; S. 24° 05' E. 193.14 feet to a concrete monument; S. 36° 35' E. 124.26 feet to a concrete monument; S. 29° 50' E. 128.47 feet to a concrete monument; S. 22° 58' E. 172.23 feet to a concrete monument; S. 10° 05' E. 214.65 feet to a concrete monument; S. 12° 57' E. 264.50 feet to a concrete monument; S. 5° 25' E. 155.68 feet to a concrete monument; S. 6° 05' E. 216.26 feet to a concrete monument; S. 3° 07' E. 95.55 feet to a concrete monument; and S. 0° 35' W. 100.08 feet to a concrete monument, corner of property of Appalachian Power Company; thence leaving said edge of the water of said Kanawha River at normal pool stage of the Winfield Dam and with the property line of Appalachian Power Company, S. 72° 25' W. 337.00 feet more or less to a concrete monument in the northeast line of said MacCorkle Avenue; thence with the northeast line of said MacCorkle Avenue with two curves to the left with the following described chords: chord N. 29° 59' W. 30.57 feet to a concrete monument; chord N. 31° 31' W. 8.69 feet to a concrete monument; thence leaving the northeast line of said MacCorkle Avenue, S. E., N. 58° 41' E. a distance of 10.04 feet to a drill hole in the concrete base of a steel fence post; thence with a cyclone fence N. 58° 37' E. a distance of 40.26 feet to a drill hole in the concrete base of a steel fence; thence continuing with said fence with a curved line to the left with four (4) chords thereof, N. 48° 54' E. a distance of 49.96 feet to a drill hole in the concrete base of a metal fence post; thence N. 38° 20' E. a distance of 49.96 feet to a drill hole in the concrete base of a steel fence post; thence N. 29° 19' E. a distance of 49.87 feet to a drill hole in the concrete base of a steel fence post; thence N. 19° 34' E. a distance of 49.59 feet to a drill hole in the concrete base of a steel fence post; thence continuing with said cyclone fence with six (6) courses and distances, N. 5° 24' E. a distance of 119.52 feet to a drill hole in the concrete base of a steel fence post; thence N. 51° 12' W. a distance of 58.69 feet to a drill hole in the concrete



2425 861

base of a steel fence post; thence S. 38° 27' W. a distance of 167.00 feet to a drill hole in the concrete base of a steel fence post; thence S. 50° 51' E. a distance of 20.85 feet to a drill hole in the concrete base of a steel fence post; thence S. 37° 50' W. a distance of 112.93 feet to a drill hole in the concrete base of a steel fence post; thence S. 14° 52' W. a distance of 37.66 feet to a drill hole in the concrete base of a steel fence post; thence, leaving said fence and running N. 45° 35' W. a distance of 5.07 feet to a concrete monument on the north-east line of said MacCorkle Avenue, S. E., thence with the northeast line of said MacCorkle Avenue, S. E., in a northwesterly direction, with three (3) curves to the left with the following described chords: chord N. 39° 50' W. 20.14 feet to a concrete monument; chord N. 44° 26' W. 50.00 feet to a drill hole in pavement; chord N. 49° 02' W. 50.02 feet to a drill hole in pavement with wood plug; thence continuing with the northeast line of said MacCorkle Avenue N. 51° 20' W. 1430.00 feet to the place of beginning, containing 39.5678 acres, more or less, as depicted and laid out on a certain map entitled "Map Showing Property and Improvements Owned by Owens-Illinois Glass Company, City of Charleston, Kanawha County, West Virginia, Scale: 1" = 50' - July 27, 1951, Field Engineering Co. Map Revised October 13, 1963," which said map is attached hereto as Exhibit 1 and incorporated herein by reference.

Tract No. 2

BEGINNING at the point where the northwest line of Tract No. 1 above intersects the edge of the water of Kanawha River at normal pool of the Winfield Dam, corner to said Tract No. 1; thence with said line extended, N. 38° 40' E. to the low water mark of said river; thence with said low water mark and binding thereon upstream 2,250 feet more or less to the point where the southernmost line of said Tract No. 1 extended, intersects the low water mark; thence with said southernmost line of said Tract No. 1 so extended, S. 37° 25' W. to the point where said line intersects the edge of the water of said Kanawha River at normal pool stage of the Winfield Dam corner to said Tract No. 1; and thence with said Tract No. 1 and with said edge of the water of said river at normal pool stage of Winfield Dam, to the place of beginning.

Tract No. 3

A PERPETUAL easement over and upon the strip of land approximately three (3) feet in width and thirty seven and five tenths (37.5) feet in length colored in red upon the map of the Owens, Libbey-Owens Gas Department property dated February 21, 1964, a copy of which is attached hereto as Exhibit 3 and incorporated herein by reference, for the purpose of constructing and maintaining a roadway thereon; subject, however, to the obligation of County Court, its successors and assigns, to relocate, at such time as such roadway shall be constructed, to the East line thereof, the cyclone fence now located upon the West line thereof.

Together with all engineering, architectural, and other drawings relating to the above-described tracts or parcels of real estate, buildings thereon, water, gas, electric, and fire protection systems

BOOK 2425 PAGE 862

and other improvements thereon, all tracings relating thereto and reproductions thereof, the cabinets containing the same, and all monuments of title, abstracts and other papers relating thereto; and all appurtenances and riparian and other rights to the above-described property belonging or in anywise appertaining.

Excepting, however, the following:

1. Rights of way, easements and properties of Chessawake & Ohio Railway Company shown upon the revised map of October 23, 1963, in red and green. (Exhibit "2")
2. Libbey-Owens-Ford water intakes, pump house (meaning the upriver pump house, the downriver pump house having been the property of Owens-Illinois Glass Company and is included in this conveyance), and connecting pipelines and power lines and easements therefor, as shown upon the aforesaid revised map of October 23, 1963. (Exhibit "2")
3. Any rights of the United States of America adversely or otherwise acquired affecting the above-described property with respect to normal pool stage, flowage, or flooding of Kanawha River.
4. All public utility easements and rights of way as shown upon the aforesaid revised map of October 23, 1963 (Exhibit "2"), or in actual existence on the above-described property.
5. The right of Owens-Illinois Glass Company, a corporation, its successors and assigns, its employees, agents, guests, and lessees and their employees, agents, and guests, to a non-exclusive easement over and upon such portion of the road-way colored in yellow upon said Exhibit 1 (or upon the same relocated as described in the deed from

Owens-Illinois Glass Company to the County Court of Kanawha County described below), as County Court, its grantees, lessees, or assigns may use for roadway purposes, for so long as, but only so long as, the same is so used by County Court, its grantees, lessees or assigns, for the purpose of vehicular and pedestrian access to and from that certain parcel of land of Owens-Illinois Glass Company which is contiguous on three sides with Tract No. 1 above and is depicted on Exhibit 2 with the legend "Gas Department, 0.8616 AC."

Being the same property granted, conveyed, bargained, sold, transferred and set over to County Court by Owens-Illinois Glass Company by deed bearing date as of the 1st day of February, 1965, and recorded in the office of the Clerk of the County Court of Kanawha County, West Virginia, on the 10th day of February, 1965, and of record in said Clerk's office in Deed Book Volume \_\_\_\_\_ at page \_\_\_\_\_.

THIS INSTRUMENT was presented to the Clerk of the County Commission of Kanawha County, West Virginia, on \_\_\_\_\_ and the same is admitted to record. OCT 14 1997

Teste: Alma J. King Clerk  
Kanawha County Commission

PTE ORIGINAL

2425 PAGE 851

THIS QUITCLAIM DEED, Made as of this 10th day of October, 1997, by and between ONE VALLEY BANK, NATIONAL ASSOCIATION (formerly, The Kanawha Valley Bank), as trustee (the "Trustee") for \$1,650,000 in aggregate principal amount of The County Court of Kanawha County (now, The County Commission of Kanawha County) Industrial Development Revenue Bonds, Series A (the "Bonds"), under the Indenture of Trust dated as of February 1, 1965 (the "Indenture"), between The County Court of Kanawha County (now, The County Commission of Kanawha County) (the "Commission") and the Trustee, party of the first part, and SARAH AND PAULINE MAIER FOUNDATION, INC (formerly, Sarah and Pauline Maier Scholarship Foundation, Inc.), a West Virginia nonprofit corporation, party of the second part,

WHEREAS, by indenture of Lease dated as of February 1, 1965, and recorded in the office of the Clerk of The County Commission of Kanawha County, West Virginia, in Lease Book 157, page 410, as supplemented by Supplemental Indenture of Lease dated as of August 31, 1968, and recorded in the office of the Clerk of The County Commission of Kanawha County, West Virginia, in Lease Book 175, page 273 (together, the "Lease"), the Commission did demise and lease to the party of the second part the hereinafter conveyed real estate, and

WHEREAS, pursuant to the Indenture, the Commission assigned to the Trustee its right, title and interest in said real estate and the Lease as security for the Bonds, and

WHEREAS, pursuant to the provisions of Section 18 of the aforesaid Lease, the party of the second part has exercised its option to purchase said real estate,

NOW, THEREFORE, THIS DEED WITNESSETH That, in accordance with the Indenture and the Lease, the party of the first part does hereby TRANSFER, DEMISE, RELEASE AND QUITCLAIM unto the party of the second part all of its right, title and

01  
2425- / 800-  
COUNTY, WV  
RECORDED 10/14/1997 10:29:53:00  
BOOK 580911 PAGE DEED  
COUNTY COMMISSION  
TOTAL FEE/DUES \$1.50 .00

Return to  
James E. Green, Esq.  
P.O. Box 550  
Martinsburg, WV 25132

interest in the lots or parcels of real estate, together with the improvements thereon and the appurtenances thereto belonging, situate and being in the City of Charleston, Kanawha County, West Virginia, described in Exhibit A attached hereto and incorporated herein by reference, and being the same real estate that was conveyed to the Commission by Owens-Illinois Glass Company by deed dated February 1, 1965, and recorded in the aforesaid Clerk's office on February 10, 1965, reference to which deed aforesaid is herewith made for a more particular description of the real estate herein conveyed.

The undersigned grantor does hereby state that the real estate transferred by this instrument is not subject to West Virginia excise tax on the privilege of transferring real estate for the reason that this is a quitclaim deed without consideration.

IN WITNESS WHEREOF, One Valley Bank, National Association, as Trustee, has caused its name to be signed by its duly authorized officer:

ONE VALLEY BANK, NATIONAL ASSOCIATION (formerly, The Kanawha Valley Bank), as Trustee

By Charlotte M. Morgan  
Its ASSISTANT VICE PRESIDENT

PFE ORIGINAL

BEGINNING at a point on the eastern corner of the intersection of 57th Street, S. E., and MacCorkle Avenue, S. E., in said City of Charleston, which point is marked by a drill hole containing a wood plug in the concrete sidewalk there situate; thence with the southeast line of said 57th Street N.  $38^{\circ} 40'$  E. 1357.86 feet more or less to the point where said line intersects the edge of the water of Kanawha River at normal pool stage of the Winfield Dam; thence upriver with said edge of the water of said Kanawha River the following courses and distances: S.  $38^{\circ} 01'$  E. 106.81 feet to a concrete monument; S.  $41^{\circ} 41'$  E. 105.68 feet to a concrete monument; S.  $37^{\circ} 45'$  E. 168.45 feet to a concrete monument; S.  $24^{\circ} 05'$  E. 193.14 feet to a concrete monument; S.  $36^{\circ} 35'$  E. 124.26 feet to a concrete monument; S.  $29^{\circ} 50'$  E. 128.47 feet to a concrete monument; S.  $29^{\circ} 02'$  E. 187.34 feet to a concrete monument; S.  $22^{\circ} 58'$  E. 172.23 feet to a concrete monument; S.  $10^{\circ} 05'$  E. 214.65 feet to a concrete monument; S.  $12^{\circ} 57'$  E. 264.50 feet to a concrete monument; S.  $5^{\circ} 25'$  E. 155.88 feet to a concrete monument; S.  $6^{\circ} 05'$  E. 216.26 feet to a concrete monument; S.  $3^{\circ} 07'$  E. 95.55 feet to a concrete monument; and S.  $0^{\circ} 35'$  W. 100.08 feet to a concrete monument, corner of property of Appalachian Power Company; thence leaving said edge of the water of said Kanawha River at normal pool stage of the Winfield Dam and with the property line of Appalachian Power Company, S.  $72^{\circ} 25'$  W. 337.00 feet more or less to a concrete monument in the northeast line of said MacCorkle Avenue; thence with the northeast line of said MacCorkle Avenue with two curves to the left with the following described chords: chord N.  $29^{\circ} 59'$  W. 30.57 feet to a concrete monument; chord N.  $31^{\circ} 31'$  W. 8.69 feet to a concrete monument; thence leaving the northeast line of said MacCorkle Avenue, S. E., N.  $58^{\circ} 41'$  E. a distance of 10.04 feet to a drill hole in the concrete base of a steel fence post; thence with a cyclone fence N.  $58^{\circ} 37'$  E. a distance of 40.26 feet to a drill hole in the concrete base of a steel fence; thence continuing with said fence with a curved line to the left with four (4) chords thereof, N.  $48^{\circ} 54'$  E. a distance of 49.96 feet to a drill hole in the concrete base of a metal fence post; thence N.  $38^{\circ} 20'$  E. a distance of 49.96 feet to a drill hole in the concrete base of a steel fence post; thence N.  $29^{\circ} 19'$  E. a distance of 49.87 feet to a drill hole in the concrete base of a steel fence post; thence N.  $19^{\circ} 34'$  E. a distance of 49.59 feet to a drill hole in the concrete base of a steel fence post; thence continuing with said cyclone fence with six (6) courses and distances, N.  $5^{\circ} 24'$  E. a distance of 119.52 feet to a drill hole in the concrete base of a steel fence post; thence N.  $51^{\circ} 12'$  W. a distance of 58.69 feet to a drill hole in the concrete



base of a steel fence post; thence S. 38° 27' W. a distance of 167.60 feet to a drill hole in the concrete base of a steel fence post; thence S. 50° 51' E. a distance of 20.85 feet to a drill hole in the concrete base of a steel fence post; thence S. 37° 59' W. a distance of 117.93 feet to a drill hole in the concrete base of a steel fence post; thence S. 14° 53' W. a distance of 37.66 feet to a drill hole in the concrete base of a steel fence post; thence, leaving said fence and running S. 45° 35' W. a distance of 5.07 feet to a concrete monument on the northeast line of said MacCorkle Avenue, S. E., thence with the northeast line of said MacCorkle Avenue, S. E., in a northwesterly direction, with three (3) curves to the left with the following described chords: chord N. 39° 50' W. 20.14 feet to a concrete monument; chord N. 44° 26' W. 50.00 feet to a drill hole in pavement; chord N. 49° 02' W. 50.02 feet to a drill hole in pavement with wood plug; thence continuing with the northeast line of said MacCorkle Avenue N. 51° 20' W. 1430.00 feet to the place of beginning, containing 39.5678 acres, more or less, as depicted and laid out on a certain map entitled "Map Showing Property and Improvements Owned by Owens-Illinois Glass Company, City of Charleston, Kanawha County, West Virginia, Scale: 1" = 50' - July 27, 1951, Field Engineering Co. Map Revised October 23, 1963," which said map is attached hereto as Exhibit 2 and incorporated herein by reference.

#### Tract No. 2

BEGINNING at the point where the northwest line of Tract No. 1 above intersects the edge of the water of Kanawha River at normal pool of the Winfield Dam, corner to said Tract No. 1; thence with said line extended, N. 38° 40' E. to the low water mark of said river; thence with said low water mark and binding thereon upstream 2,250 feet more or less to the point where the southernmost line of said Tract No. 1 extended, intersects the low water mark; thence with said southernmost line of said Tract No. 1 so extended, S. 72° 25' W. to the point where said line intersects the edge of the water of said Kanawha River at normal pool stage of the Winfield Dam corner to said Tract No. 1; and thence with said Tract No. 1 and with said edge of the water of said river at normal pool stage of Winfield Dam, to the place of beginning.

#### Tract No. 3

A PERPETUAL easement over and upon the strip of land approximately three (3) feet in width and thirty seven and five tenths (37.5) feet in length colored in red upon the map of the Owens, Libbey-Owens Gas Department property dated February 21, 1964, a copy of which is attached hereto as Exhibit 3 and incorporated herein by reference, for the purpose of constructing and maintaining a roadway thereon; subject, however, to the obligation of County Court, its successors and assigns, to relocate, at such time as such roadway shall be constructed, to the East line thereof, the cyclone fence now located upon the West line thereof.

Together with all engineering, architectural, and other drawings relating to the above-described tracts or parcels of real estate, buildings thereon, water, gas, electric, and fire protection systems

and other improvements thereon, all tracings relating thereto and reproductions thereof, the cabinets containing the same, and all muniments of title, abstracts and other papers relating thereto and all appurtenances and riparian and other rights to the above-described property belonging or in anywise appertaining.

Excepting, however, the following:

1. Rights of way, easements and properties of Chesapeake & Ohio Railway Company shown upon the revised map of October 23, 1963, in red and green. (Exhibit "2")
2. Libbey-Owens-Ford water intakes, pump house (meaning the upriver pump house, the downriver pump house having been the property of Owens-Illinois Glass Company and is included in this conveyance), and connecting pipelines and power lines and easements therefor, as shown upon the aforesaid revised map of October 23, 1963. (Exhibit "2")
3. Any rights of the United States of America adversely or otherwise acquired affecting the above-described property with respect to normal pool stage, flowage, or flooding of Kanawha River.
4. All public utility easements and rights of way as shown upon the aforesaid revised map of October 23, 1963 (Exhibit "2"), or in actual existence on the above-described property.
5. The right of Owens-Illinois Glass Company, a corporation, its successors and assigns, its employees, agents, guests, and lessees and their employees, agents, and guests, to a non-exclusive easement over and upon such portion of the roadway colored in yellow upon said Exhibit 3 (or upon the same relocated as described in the deed from

2425 23600

PFE ORIGINAL

Owens-Illinois Glass Company to the County Court of Kanawha County (described below), as County Court, its grantees, lessees, or assigns may use for roadway purposes, for so long as, but only so long as, the same is so used by County Court, its grantees, lessees or assigns, for the purpose of vehicular and pedestrian access to and from that certain parcel of land of Owens-Illinois Glass Company which is contiguous on three sides with Tract No. 1 above and is depicted on Exhibit 2 with the legend "Gas Department, 0.8616 Ac."

Being the same property granted, conveyed, bargained, sold, transferred and set over to County Court by Owens-Illinois Glass Company by deed bearing date as of the 1st day of February, 1965, and recorded in the office of the Clerk of the County Court of Kanawha County, West Virginia, on the 10th day of February, 1965, and of record in said Clerk's office in Deed Book Volume \_\_\_\_\_ at page \_\_\_\_\_.

This instrument was presented to the Clerk of the County Court of Kanawha County, West Virginia, on \_\_\_\_\_, 1965, and the same is admitted to record.  
Tester: Alma J. Ding Clerk  
Kanawha County Commission

OCT 14 1997

PFE ORIGINAL

1975 608

THIS DEED dated the 11th day of May, 1981, by and between LIBBY-OWENS-FORD COMPANY, a corporation, party of the first part and FREDERICK L. HADJIAN, a married man, party of the second part.

## W I T N E S S E T H

That for and in consideration of the sum of Three Million One Hundred Thousand Dollars (\$3,100,000.00) cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the party of the first part have hereby GRANT and CONVEY unto the party of the second part all of those certain tracts of land together with all improvements thereon and all rights of easements appurtenant easements rights of access and all other rights and privileges of every kind and nature whatsoever appurtenant thereto owned by the party of the first part and situated in the Kanawha County and Charleston South Annex Tax District in the Kanawha City area of the City of Charleston, Kanawha County, West Virginia, as more particularly described as follows:

## TRACT NO. 1

BEGINNING at a railroad spike marking the intersection of the westerly right-of-way line of 57th Street and the southerly right-of-way line of a 10-foot alley traversing Block 10 of Kanawha City which said railroad spike is located 18' 40" W. 168 feet from the intersection of the westerly right-of-way line of 57th Street and the southerly right-of-way line of Mauborne Avenue; thence with the westerly right-of-way line of 57th Street S. 18' 40" and W. 509.05 feet to a copper pin

#2735 Mail: Thomas E. Potter  
Box 553 Ches W 25322

SD-1975 PAGE 609

marking the intersection of the westerly line of 57th Street and the northerly line of the O&O Railway right-of-way, thence with said northerly O&O Railway right-of-way line and a curve to the left having a radius of 6415 feet and an arc of 872.19 feet and a chord bearing N. 68° 11' W. 871.47 feet to a steel plate on concrete corner leaving said O&O Railway right-of-way line N. 33° 46' E. 18.56 feet to a copper pin marking the intersection of the easterly right-of-way line of 55th Street and the southerly right-of-way line of Lancaster Avenue, thence with the southerly right-of-way line of Lancaster Avenue S. 81° 10' E. 160 feet to a copper pin in the easterly right-of-way line of 55th Street which copper pin marks the intersection of the southerly right-of-way line of Lancaster Avenue and the easterly right-of-way line of 55th Street, thence with the easterly right-of-way line of 55th Street S. 10° 10' E. 512 feet to a copper pin marking the intersection of the easterly line of said Street and the southerly right-of-way line of a 16-foot alley which said copper pin is located S. 33° 47' W. 160 feet from the intersection of the easterly line of 55th Street and the southerly line of Lancaster Avenue, thence with the southerly line of said 16-foot alley S. 51° 20' E. 400 feet to the place of beginning containing 9 acres, more or less, and being all of Block 186 and all that part of Block 195 lying east of the easterly right-of-way line of 55th Street extended to the right-of-way of the O & O Railway Company and also that parcel of land lying between Block 186 and Block 195 and between the southerly line of Lancaster Avenue and the O&O Railway right-of-way line, all of Blocks 187 and 188 and all of Block 9 through 16 of Block 199 of Kansas City, as all of said blocks are (old except Block 195) are shown on a Plat Map of Kansas City dated June 1, 1912, and of record in the Office of the Clerk of the Kansas County Commission in Map Book 2 at page 110 and as said Block 187 is shown on a map of Kansas City dated June 18, 1891, of record in said Clerk's Office in Map Book 1, at page 114, together with all of the rights of the party of the first part which in and to all streets and alleys now or hereafter existing and running from 55th to 57th Street and perpendicular thereto and abutting tract No. 1 and as described in that certain deed between the City of Charleston, Libbey-Owens-Lord Glass Company, a corporation, and Kansas City Company, a corporation, dated October 20, 1942, and of record in said

1975 610

clerk's office in deed book 329, at page 145.  
The aforesaid tract No. 1 is designated as such and shown  
upon a map entitled "Map showing Property of Libbey Owens  
Ford Company to be Conveyed to from Hanson Private MacCormick  
Ave. S.W. in the City of Charleston, South Carolina-Kanawha  
Co., W.Va." dated April 7, 1931, prepared by William Swinwell  
Associates, Inc., a copy of which is attached hereto and  
made a part hereof.

Tract No. 2 as aforesaid is a part of the same  
real estate conveyed to the party of the first part herein  
by the following conveyances:

1. Deed from Kanawha City Company, to the Libbey-  
Owens Sheet Glass Company, the former name of the party of  
the first part herein, dated February 9, 1921, and on record  
in said clerk's office in deed book 245 at page 144.

2. Deed from Benjamin M. Smith and wife to the  
Libbey-Owens Sheet Glass Company dated August 21, 1922, and  
on record in said clerk's office in deed book 144 at page  
403.

3. Deed from John Baker White and Edward Giesert,  
both unmarried, to Libbey-Owens Sheet Glass Company dated  
July 17, 1922, and on record in said clerk's office in deed  
book 242 at page 222.

4. Deed from R. W. Staunton, trustee, et al, to  
Libbey Owens Sheet Glass Company dated August 12, 1922, and

1975-401 611

of record in said Clerk's office in Book 2008 243 at page 331.

6. Deed from the Kanawha City Company, a corporation, to Libbey-Owens Sheet Glass Company, dated October 27, 1922, and of record in said Clerk's office in Book 2008 243, at page 333.

7. Deed from Henry, Wickman and wife to the Libbey-Owens Sheet Glass Company dated August 7, 1922, and of record in said Clerk's office in Book 2008 243 at page 45.

8. Deed from John Baker, Martin, admitted to the Libbey-Owens Sheet Glass Company dated July 29, 1922, and of record in said Clerk's office in Book 2008 243, at page 257.

9. Book 2008 R. J. Newton and wife, to the Libbey-Owens Sheet Glass Company, dated August 18, 1922, and of record in said Clerk's office in Book 2008 244 at page 71.

10. Deed from Atlas Realty Company, a corporation, to Libbey-Owens Sheet Glass Company dated October 25, 1922, and of record in said Clerk's office in Book 2008 243 at page 136.

11. Deed from W. W. Wagoner and wife to the Libbey-Owens Sheet Glass Company dated March 12, 1922, and of record in said Clerk's office in Book 2008 244, at page 222.

BOOK 1975 612

11. Deed from H. M. Anderson and wife to Libbey-Owens Sheet Glass Company dated March 4, 1922, and of record in said Clerk's office in Deed Book 137 at page 554.

12. Deed from Kanawha City Company, a corporation, to the Libbey-Owens Sheet Glass Company dated April 19, 1922, and of record in said Clerk's office in Deed Book 238 at page 112.

13. Deed from Arthur B. Hodges, undivided, and William B. Lively and wife, to the Libbey-Owens Sheet Glass Company, dated April 21, 1922, and of record in said Clerk's office in Deed Book 238 at page 114.

14. Deed from Carolyn B. Koller and husband to the Libbey-Owens Sheet Glass Company dated March 14, 1922, and of record in said Clerk's office in Deed Book 236 at page 128.

15. Deed from the Kanawha City Company, a corporation, to the Libbey-Owens Sheet Glass Company dated April 2, 1922, and of record in said Clerk's office in Deed Book 242 at page 254.

16. Deed from W. A. MacCortie and wife to the Libbey-Owens Sheet Glass Company dated July 24, 1922, and of record in said Clerk's office in Deed Book 242 at page 252.

17. Deed from T. G. Nutter, Guardian ex. ad. to the Libbey-Owens Sheet Glass Company dated April 19, 1922, and of record in said Clerk's office in Deed Book 237 at page 542.

1975-20613

18. Deed from George W. Atkinson and wife to Libbey-Owens Sheet Glass Company, dated July 10, 1922, and of record in said Clerk's office in Deed Book 241 at page 278.

19. Deed from H. D. Cabell, unmarried, to Libbey-Owens Sheet Glass Company, dated April 4, 1922, of record in said Clerk's office in Deed Book 242 at page 316.

20. Deed from G. R. Cabell and wife to Libbey-Owens Sheet Glass Company, dated March 30, 1922, and of record in said Clerk's office in Deed Book 241 at page 337.

21. Deed from G. R. Cabell and wife to Libbey-Owens Sheet Glass Company, dated April 4, 1922, of record in said Clerk's office in Deed Book 242 at page 338.

22. Deed from E. A. Bennett and wife and J. B. Holmest and wife to Libbey-Owens Sheet Glass Company, dated February 28, 1922, and of record in said Clerk's office in Deed Book 236 at page 47.

23. Deed from Russell G. Quarren and wife to Libbey-Owens Sheet Glass Company, dated March 30, 1922, and of record in said Clerk's office in Deed Book 237 at page 288.

24. Deed from Joseph W. Boyd, unmarried, to Libbey-Owens Sheet Glass Company, dated March 24, 1922, and of record in said Clerk's office in Deed Book 237 at page 89.

KCM 1975 PAG 614

Reference is here made to all of the aforesaid deeds, the recorded maps of Kanawha City and the map attached hereto for a further description of the real estate herein conveyed.

The conveyance of the aforesaid Tract No. 1 is made subject to the following:

1. All of the rights, including any rights of reversion vested in the City of Charleston, a municipal corporation and in Kanawha City Company, a corporation, to those portions of Tract No. 1 and designated and described as Parcels NO. 2, 4, 6, 8, 10, 12 and 13 in that certain Deed of Exchange dated October 20, 1942, by and between The City of Charleston, Libbey-Owens-Ford Glass Company, a corporation, and Kanawha City Company, a corporation, of record in said Clerk's office in deed book 699 at page 195 and as shown upon a map entitled "Revised Map of Blocks 192-193-194-197-198-199, Libbey-Owens Ford Glass Company, Kanawha City," recorded contemporaneously with said deed and made a part thereof, as well as any rights by said portion or and to that portion of Lancaster Avenue between 6th and 6th Streets as the same is shown on said map and other maps of record of Kanawha City in said Clerk's office.

2. All rights, easements and rights-of-way reserved unto the City of Charleston by virtue of that certain Ordinance No. 2758, as amended, passed by the Council of said City on February 17, 1961, a certified copy of which

1975 43615

is designated as Exhibit A and attached hereto and by reference made a part hereof.

4. A right-of-way and easement for the purpose of installation of water pipes granted by Dickey-Owens Sheet Glass Company, a corporation, to West Virginia Water and Electric Company by instrument dated March 14, 1921, of record in said Clerk's Office in Deed Book 151 at page 558.

5. A right-of-way and easement for the purpose of installation of lines, wire transformers and equipment for the supplying of electric energy granted by Dickey-Owens Sheet Glass Company, a corporation, to West Virginia Water and Electric Company by instrument dated March 14, 1921, and of record in said Clerk's Office in Deed Book 151 at page 558.

6. The rights and privileges reserved by the known as the Company in the deed to Fred McElvain, dated June 16, 1901, and of record in said Clerk's Office in Deed Book 55, at page 510.

#### TRACT NO. 2

BEING that part of the "X" in the sidewalk which "X" marks the intersection of the southerly line of MacCorkle Avenue, S.E. (also known as S.W. 110 and West Virginia Route 61) and the easterly right-of-way line of 57th Street; thence S. 72° 20' E. 1,438 feet to a concrete monument; thence with a curve to the right having a radius of 544 feet and with a chord bearing S. 50° 44' E. 10.82 feet to an iron pipe; thence S. 42° 33' W. 106.41 feet to a point; thence S. 41° 27' E. 14 feet to a point; thence S. 38° 33' W. 36 feet to a point; thence N. 51° 27' W. 9 feet to a point; thence S. 48° 43' W. 15 feet to a point; thence N. 27° 27' W. 3 feet to a point; thence S. 38° 33' W. 19.33 feet to a point; thence S. 42° 33' W. 48 feet to an iron pipe; thence S. 72° 25' W. 1,448.17 feet to a concrete

BOOK 1975 616

monument situate in the northerly line of the C&O Railway right-of-way thence with the C&O Railway right-of-way and with a curve to the left with a radius of 6,919 feet in an arc of 60.00 feet with a chord bearing  $N. 34^{\circ} 32' W. 74.11$  feet to a concrete monument in the northerly line of the C&O Railway right-of-way marking the intersection of said right-of-way line and the westerly line of 37th Street; thence with the easterly line of 37th Street  $N. 18^{\circ} 40' E. 1,150$  feet to the place of beginning containing 14.06 acres, more or less, as the same is shown and designated as Tract No. 2 on the aforesaid map attached hereto and made a part hereof.

Except for a parcel conveyed by the party of the first part herein to Commercial Building & Engineering Co., a corporation, by deed dated June 1, 1971, of record in said Clerk's office in Book 1626 at page 147, Tract No. 2 as aforesaid is the same real estate conveyed to the party of the first part herein when known as the Liberty-Cadens Shoe Glass Company by deed from Kansas City Company, a corporation, dated May 31, 1946, and September 30, 1946, of record in said Clerk's office in Book 138 at pages 170 and 181, respectively, to which deeds and map reference is here made for a further description of said real estate.

The conveyance of Tract No. 2 as aforesaid is made subject to the following:

1. All of the rights vested in the Chesapeake and Ohio Railway Company, a corporation, created by virtue of instruments dated April 17, 1917, October 1, 1923, and January 9, 1931, recorded in said Clerk's office in Book 170 at page 14, 264 at page 288, and 374 at page 351, respectively.

1975 48617

2. A right-of-way and easement for the purpose of installing, constructing, operating, maintaining, changing, running and repairing pipelines and waterlines for the transportation of water, granted by Libbey-Owens-Ford Glass Company to West Virginia Water Service Corporation, by instrument dated October 17, 1939, and of record in said Clerk's office in Deed Book 523 at page 101.

3. A right-of-way and easement for the construction, operation, maintenance and removal of electric power lines, granted by Libbey-Owens-Ford Glass Company, a corporation, to Appalachian Electric Power Company, a corporation, by instrument dated April 12, 1949, and of record in said Clerk's office in Deed Book 576 at page 396.

4. A right-of-way and easement to operate and maintain a line for the purpose of transmitting power and the privilege of installing a tower with dimensions approximately 10 by 10 feet as granted by Libbey-Owens-Ford Glass Company, a corporation, to Appalachian Electric Power Company, a corporation, by instrument dated December 14, 1954, and of record in said Clerk's office in Deed Book 1119 at page 193.

5. A right-of-way and easement to construct, erect, operate and maintain a line for the purpose of transmitting electric or power lines granted by Libbey-Owens-Ford Glass Company, a corporation, to Appalachian Electric Power Company, a corporation, by instrument dated August 6, 1962, and of record in said Clerk's office in Deed Book 1369 at page 703.

1975 618

6. A right-of-way and easement to install a pipeline or pipelines granted by Libbey-Owens-Ford Company, a corporation, to Industrial Gas Corporation, a corporation, dated April 15, 1971, and of record in said Clerk's office as Book 1622 at page 494.

7. All rights, if any, vested in the City of Charleston in and to those certain storm and sanitary sewerage lines shown traversing Tract No. 2 on the attached map.

The tracts conveyed by this instrument are also subject to the following restrictions and conditions:

(a) The use of Tract No. 2 as hereinbefore described shall be limited to the development and construction of a shopping mall or shopping center.

(b) The only use to which Tract No. 2 as hereinbefore described may be put without further approval of the Council of the City of Charleston is a surface parking lot.

(c) There shall be no access of vehicular traffic to either tract as hereinbefore described from West Street or the alley running perpendicular thereto 150 feet south of MacCork & Avenue 520 between 10th Street, S.W. and 17th Street, S.W.

Both of said tracts are also conveyed subject to any easements, right-of-way or encumbrances shown in instruments of record in said Clerk's office or as shown upon the attached map.

1975 (AG) 619

Subject to the matters hereinbefore set forth and the lien of real estate taxes for the years 1961 and 1962, the undersigned party of the first part does hereby covenant that it will WARRANT GUARANTEE the property herein conveyed and that the same is free and clear of all liens and encumbrances.

The undersigned party of the first part hereby declares that the total consideration paid for the real estate herein conveyed is Three Million One Hundred Thousand Dollars (\$3,100,000).

In witness whereof, the party of the first part has caused this corporate deed to be signed and its corporate seal affixed by James W. Blumer, its Vice President, and he is duly authorized.

LIDDEY-CHENKINS COMPANY, a  
corporation

By James W. Blumer  
Its Vice President

(CORPORATE SEAL)

STATE OF OHIO,

COUNTY OF Lucas, ss. TO-WIT:

The foregoing instrument was acknowledged before me this 1st day of May, 1981, by James W. Blumer, the Vice President of \_\_\_\_\_.

PFE ORIGINAL

1975 620

WIDNEY-JONES-POPE COMPANY, a corporation, on behalf of the corporation.

My commission expires \_\_\_\_\_

NOTARIAL SEAL

NOTARY PUBLIC  
PAMELA W. FLETCHER  
Notary Public - State of Ohio  
My Commission has no expiration date

This instrument was prepared by Thomas M. Pope, Attorney,  
at law, 1500 One Valley Square, Charleston, West Virginia 25301.

1975 PAG 621

Ordinance No. 2759, As AmendedReferred to the Committee on  
Finance -- February 2, 1981

Introduced in Council

Passed by Council

January 5, 1981February 17, 1981

Introduced by

Referred to

*Walter H. Harrison*  
*At-Large, Raleigh*Municipal Planning Commission

An Ordinance closing, vacating and discontinuing as public streets and alleys that certain alley and those portions of Washington Avenue, Southeast, Toledo Avenue, Southeast and Lancaster Avenue, Southeast, running parallel to MacCorkle Avenue and between Fifty-Sixth Street, Southeast and Fifty-Seventh Street Southeast.

Be it Organized by the Council of the City of Charleston, West Virginia:

1. The following described streets and alley (1A, 1B, 1C, 1D) are hereby closed, vacated, and discontinued.

A. That certain alley beginning at a point in the easterly line of 56th Street 422 feet and 9 inches south of the south line of MacCorkle Avenue and running thence easterly along a line parallel to the south line of MacCorkle Avenue a distance of four hundred feet to the westerly line of 57th Street; thence southerly along the west line of 57th Street a distance of twenty feet; thence westerly on a line parallel to the south line of MacCorkle Avenue, a distance of four hundred feet to the easterly line of 56th Street; thence northerly along the east line of 56th Street, a distance of twenty feet to the place of beginning, as shown as parcel number 13 on Revised Map of Blocks 192, 193, 194, 197, 198 and 199, Libby-Owens Ford Glass Company, Kanawha City, Kanawha County, West Virginia, Map Book No. 10, page 60, prepared by Marvin Bailey, on July 14, 1941 (hereinafter the "Map").

B. That portion of Toledo Avenue, S.E., beginning at a point in the easterly line of 56th Street, 717 feet and 4 inches south of the south line of MacCorkle Avenue, and running thence easterly along a line parallel to the south line of MacCorkle Avenue for a distance of 400 feet to the westerly line of 57th Street; thence southerly along the west line of 57th Street a distance of 40 feet to a point; thence westerly 400 feet to the easterly line of 56th Street; thence northerly 40 feet to the place of beginning; and as shown as parcel No. 2 on the map.

C. That portion of Washington Avenue, S.E., beginning at a point in the easterly line of 56th Street, 496 feet and 8 inches south of the south line of MacCorkle Avenue and running thence easterly along a line parallel to the south line of MacCorkle Avenue for a distance of four hundred feet to the westerly line of 57th Street; thence southerly along the west line of 57th Street, a distance of forty feet; thence westerly on a line parallel to the south line of MacCorkle Avenue, a distance of four hundred feet to the easterly line of 56th Street; thence northerly along the east line of 56th Street, a distance of forty feet to the place of beginning as shown as parcel No. 10 on the Map.

EXHIBIT A

1975-622

D. That portion of Lancaster Avenue between 56th Street and 57th Street.

E. The City of Charleston does hereby reserve and except unto itself easements and rights-of-way, over, across, under and through that portion of Washington Avenue as described in this ordinance, for the purposes of constructing, maintaining, repairing, replacing, removing, renovating, upgrading and operating sanitary and storm sewer lines and the underground equipment appurtenant thereto, as said sanitary and storm sewer lines now exist under and on the above-described property, and as said sewer lines are shown on a drawing entitled "Map Showing Easements for Existing Sewers & Appurtenances in Blocks 197, 198 & 199 Kanawha City Land Company to be Maintained by the City of Charleston, West Virginia," a copy of which drawing is attached hereto for all pertinent purposes.

It is further understood that the owner(s), and/or developer(s) of the property abandoned by this ordinance shall not construct improvements on said sewer easements or take any other action which would interfere with the sewer lines and the rights of the City of Charleston to construct, maintain, repair, replace, renovate, upgrade, remove and remove said sewer lines; nor shall the owner(s) and/or developer(s) alter the ground profile of the land overlying the reserved easements by more than one foot without the written consent of the Sanitary Board of the City of Charleston.

The rights reserved by this ordinance include the right of ingress and egress over the lands abandoned by this ordinance to and from the easements reserved herein for the purpose of constructing, maintaining, repairing, replacing, renovating, upgrading, operating and removing the sanitary and storm sewer lines, including the right to use reasonable portions of the lands adjacent to the easements for said purposes, including ingress and egress for construction equipment and the storage of materials necessary for repairing, replacing, maintaining, renovating or upgrading said sanitary and storm sewer lines.

2. The City of Charleston hereby relinquishes and releases to Fred Haddad, Clerk of the County and Recorder of Kanawha County, West Virginia, in Deed Book 633, at page 190, insofar and to the extent that such right-of-way applies to any portion of said revised Blocks 197, 198, and 199 of Kanawha City and appurtenant rights-of-way.

3. The Mayor of the City of Charleston hereby is authorized and directed to implement the foregoing provisions of this ordinance by execution, acknowledgement and delivery to Fred Haddad, an individual, a deed conveying all right, title and interest to that portion of Toledo Avenue, Washington Avenue, and Lancaster Avenue and an alley as described in paragraph 1 hereof, upon payment of \$1.00 plus conveyance in fee of a 60-foot strip running along the easterly side of Fifty-sixth Street from a 16-foot alley to the B&O Railroad right-of-way to be paid to the City of Charleston by the petitioner.

4. Failure to pay the said sum to the City of Charleston within ninety (90) days shall render this ordinance null and void.

5. All prior ordinances, or parts of ordinances, inconsistent with this ordinance are expressly repealed.

1975 623

MAYOR

ATTEST:

CITY CLERK



RECEIVED  
CITY CLERK  
JAN 10 1975

PFE ORIGINAL

1975 624

CERTIFICATE

Certified to be a true and correct copy of that certain  
As Amended  
Ordinance No. 2758, duly filed and of record  
in the office of the City Clerk of the City of Charleston,  
West Virginia, adopted/passed by the Council of the City of  
Charleston at the meeting held on February 17, 1981.

Given under my hand and the official seal of the City of  
Charleston, West Virginia, this 5th day of March  
1981.

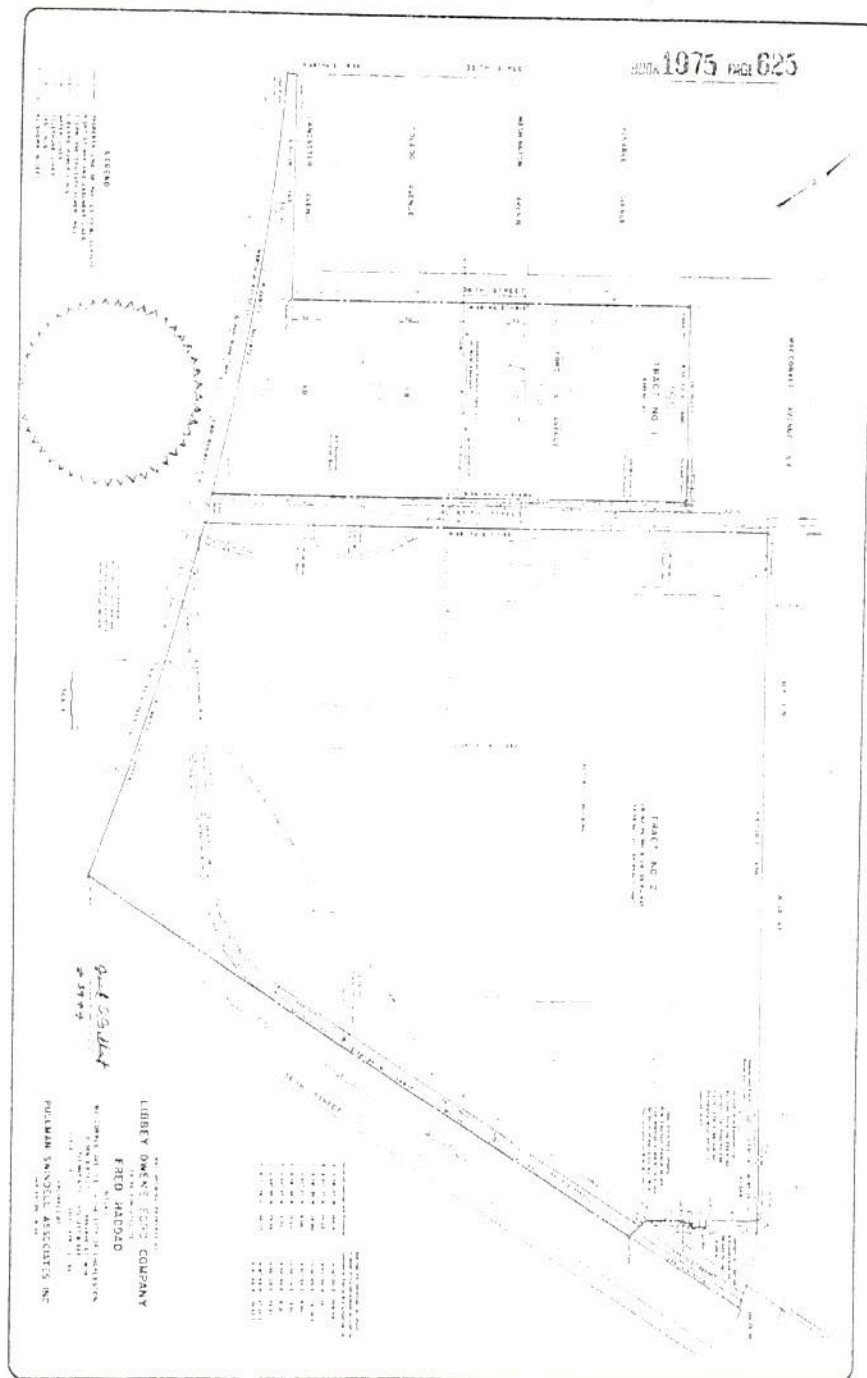
*[Signature]*  
CITY CLERK



This instrument was presented to the Clerk of the County  
Commission of Kanawha County, West Virginia, on  
and the same is admitted to record MAY 10 1981

Toots Morgan & Miller Clerk

Kanawha County Commission



THIS DEED, Made this 1st day of February, 1965, by and between OWENS-ILLINOIS GLASS COMPANY, an Ohio Corporation, party of the first part, and THE COUNTY COURT OF KANAWHA COUNTY, WEST VIRGINIA, a corporation, being a political subdivision of the State of West Virginia, party of the second part;

W I T N E S S E T H:

That for and in consideration of the issuance and delivery to OWENS-ILLINOIS GLASS COMPANY, party of the first part, by THE COUNTY COURT OF KANAWHA COUNTY, WEST VIRGINIA, party of the second part, of Industrial Development Revenue Bonds in the aggregate principal amount of One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00) bearing interest at the rate of four and one-half per cent (4½%) per annum, payable semi-annually, issued by the party of the second part pursuant to the provisions of the Industrial Development Bond Act of West Virginia, the receipt and sufficiency of which are hereby acknowledged, the party of the first part does hereby SELL, GRANT and CONVEY unto the party of the second part, subject to the easements, reservations and exceptions hereinafter set forth, all of those certain tracts or parcels of land, together with all buildings, improvements, fixtures, equipment, machinery, materials and supplies thereon and therein and the appurtenances and riparian and other rights thereunto belonging and in any wise appertaining, situate in the City of Charleston (South Annex), Loudon District, Kanawha County, West Virginia, and more particularly described as follows:

TRACT NO. 1

BEGINNING at a point on the eastern corner of the intersection of 37th Street, S.E., and MacCorkle Avenue, S.E., in said City of Charleston, which point is marked by a drill hole containing a wood plug in the concrete sidewalk there situate; thence with the

6577 KALLIE THE County Court of Kan. Co.  
Attn: Owen Tashore

southeast line or said 57th Street N 38° 40' E 1357.86 feet more or less to the point where said line intersects the edge of the water of Kanawha River at normal pool stage of the Winfield Dam; thence upriver with said edge of the water of said Kanawha River the following courses and distances; S 38° 01' E 106.81 feet to a concrete monument; S 41° 41' E 105.68 feet to a concrete monument; S 37° 45' E 168.45 feet to a concrete monument; S 24° 05' E 193.14 feet to a concrete monument; S 36° 35' E 124.26 feet to a concrete monument; S 29° 50' E 128.47 feet to a concrete monument; S 29° 02' E 187.34 feet to a concrete monument; S 22° 58' E 172.23 feet to a concrete monument; S 10° 05' E 214.65 feet to a concrete monument; S 12° 37' E 264.50 feet to a concrete monument; S 5° 25' E 155.88 feet to a concrete monument; S 6° 05' E 216.26 feet to a concrete monument; S 3° 07' E 95.55 feet to a concrete monument; and S 0° 35' W 100.08 feet to a concrete monument, corner of property of Appalachian Power Company; thence leaving said edge of the water of said Kanawha River at normal pool stage of the Winfield Dam and with the property line of Appalachian Power Company, S 72° 25' W 337.00 feet more or less to a concrete monument in the northeast line of said MacCorkle Avenue; thence with the northeast line of said MacCorkle Avenue with eight curves to the left with the following described chords: chord N 29° 59' W 30.57 feet to a concrete monument; chord N 31° 31' W 8.69 feet to a concrete monument; chord N 33° 45' W 22.50 feet to a concrete monument; chord N 35° 53' W 36.04 feet to a concrete monument; chord N 39° 50' W 29.86 feet to a concrete monument; chord N 39° 50' W 20.14 feet to a concrete monument; chord N 44° 26' W 50.00 feet to a drill hole in pavement; chord N 49° 02' W 50.02 feet to a drill hole in pavement with wood plug; thence continuing with the northeast line of said MacCorkle Avenue N 31° 20' W 1430.00 feet to the place of beginning, containing 40.4294 acres more or less.

EXCEPTING And RESERVING from Tract No. 1 hereinabove described the following described parcel containing 0.8616 acre:

Starting at a reference point being a concrete monument located in the easterly line of MacCorkle Avenue, S.E., at the common corner of the tract of land presently owned by the Owens-Illinois Glass Company and the Appalachian Power Company (formerly Appalachian Electric Power Company), said concrete monument is marked by the letter "C" on the ground; thence with the said MacCorkle Avenue, S.E., with a bearing of N 29° 59' W 30.57 feet to a concrete monument; thence with the said MacCorkle Avenue, S.E., with a bearing of N 31° 31' W 8.69 feet to a concrete monument; thence with the said MacCorkle Avenue, S.E., with a bearing of N 33° 45' W 22.50 feet to a concrete monument; thence with the said MacCorkle Avenue, S.E., with a bearing of N 35° 53' W 36.04 feet to a concrete monument; thence with the said MacCorkle Avenue, S.E., with a bearing of N 39° 50' W 29.86 feet to a concrete monument; thence with the said MacCorkle Avenue, S.E., with a bearing of N 39° 50' W 20.14 feet to a concrete monument; thence with the said MacCorkle Avenue, S.E., with a bearing of N 44° 26' W 50.00 feet to a drill hole in pavement; thence with the said MacCorkle Avenue, S.E., with a bearing of N 49° 02' W 50.02 feet to a drill hole in pavement with wood plug; thence continuing with the northeast line of said MacCorkle Avenue N 31° 20' W 1430.00 feet to the place of beginning, containing 0.8616 acre.

acre tract hereby described:

BEGINNING at a concrete monument located at the most southerly corner of the parcel of land hereby described and located in the easterly line of MacCorkle Avenue, S.E.; and running with said easterly line with a curved line to the left with three chords thereof N 33° 45' W a distance of 22.50 feet to a concrete monument; thence N 35° 53' W a distance of 36.04 feet to a concrete monument; thence N 39° 50' W a distance of 29.86 feet to a concrete monument; thence leaving said MacCorkle Avenue, S.E., and running N 45° 35' E a distance of 5.07 feet to a drill hole in the concrete base of a steel fence post; thence running with a cyclone fence with six (6) courses and distances N 14° 53' E a distance of 37.66 feet to a drill hole in the concrete base of a steel fence post; thence running N 37° 59' E a distance of 112.93 feet to a drill hole in the concrete base of a steel fence post; thence running N 50° 51' W a distance of 20.85 feet to a drill hole in the concrete base of a steel fence post; thence running N 38° 27' E a distance of 167.60 feet to a drill hole in the concrete base of a steel fence post; thence running S 51° 12' E a distance of 58.69 feet to a drill hole in the concrete base of a steel fence post; thence running S 5° 24' W a distance of 119.52 feet to a drill hole in the concrete base of a steel fence post; thence continuing with the said cyclone fence with a curved line to the right with four (4) chords thereof S 19° 34' W a distance of 40.59 feet to a drill hole in the concrete base of a steel fence post; thence running S 29° 19' W a distance of 49.87 feet to a drill hole in the concrete base of a steel fence post; thence running S 38° 20' W a distance of 40.96 feet to a drill hole in the concrete base of a steel fence post; thence running S 48° 54' W a distance of 49.96 feet to a drill hole in the concrete base of a steel fence located at the point of tangency of the curve; thence continuing with said cyclone fence with a straight line S 58° 37' W a distance of 40.26 feet to a drill hole in the concrete base of a steel fence post; thence leaving the said fence and running S 58° 41' W a distance of 10.04 feet to a concrete monument located at the place of BEGINNING.

#### TRACT NO. 2

BEGINNING at the point where the northwest line of Tract No. 1 above intersects the edge of the water of Kanawha River at normal pool stage of the Winfield Dam, corner to said Tract No. 1; thence with said line extended, N 38° 40' E to the low water mark of said river; thence with said low water mark and binding thereof upstream 2.250 feet more or less to the point where the southernmost line of said Tract No. 1 extended, intersects the low water mark; thence with said southernmost line of said Tract No. 1 so extended

S 72° 25' W to the point where said line intersects the edge of the water of said Kanawha River at normal pool stage of the Winfield Dam corner to said Tract No. 1; and thence with said Tract No. 1 and with said edge of the water of said river at normal pool stage of Winfield Dam, to the place of beginning.

Tract No. 1 and Tract No. 2 hereinabove described and herein conveyed are shown upon that certain map attached hereto and made a part hereof and to be recorded herewith entitled "Map Showing Property and Improvements Owned by Owens-Illinois Glass Company, City of Charleston, Kanawha County, West Virginia, July 27, 1951, Field Engineering Co., Map Revised October 23, 1963," and are the same property (less the aforesaid parcel containing 0.8616 acre) conveyed to The Owens Bottle Machine Company, a corporation (now known as Owens-Illinois Glass Company, a corporation, party of the first part herein), by deed from Kanawha Manufacturers Gas Company, a corporation, dated September 6, 1917, recorded in the office of the Clerk of the County Court of Kanawha County, West Virginia, in Deed Book 173, page 146, and to which said map and deed reference is here made for a further description of the property herein conveyed.

TRACT NO. 3 (BASEMENT)

A PERPETUAL BASEMENT over and upon the strip of land approximately three (3) feet in width and three-eighths and five-tenths (37/5) feet in length, colored red upon the map attached hereto and made a part hereof and to be recorded herewith entitled "Map Showing Property and Improvements Owned by Owens-Illinois Glass Company, City of Charleston, Kanawha County, West Virginia, July 27, 1951, Field Engineering Co., Map Revised October 23, 1963," and are the same property (less the aforesaid parcel containing 0.8616 acre) conveyed to The Owens Bottle Machine Company, a corporation (now known as Owens-Illinois Glass Company, a corporation, party of the first part herein), by deed from Kanawha Manufacturers Gas Company, a corporation, dated September 6, 1917, recorded in the office of the Clerk of the County Court of Kanawha County, West Virginia, in Deed Book 173, page 146, and to which said map and deed reference is here made for a further description of the property herein conveyed.

Witness my hand and seal of the County Court of Kanawha County, West Virginia, this 10th day of November, 1963, at Charleston, West Virginia.

\_\_\_\_\_  
Clerk of the County Court of Kanawha County, West Virginia

real estate, buildings thereon, water, gas, electric and fire protection systems and other improvements thereon, all tracings relating thereto and reproductions thereof, the cabinets containing the same, and all muniments of title, abstracts and other papers relating thereto.

There is excepted, however, from the effect and operation of this conveyance the following listed property:

FORMER GLASS CONTAINER OPERATION

1 Farmall Tractor - Tag No. 6-6110  
 1 Dewalt Power Table Saw - Tag No. 6-4810  
 1 8-foot Sheet Metal Hand Brake - Tag No. 06-6019  
 1 Sheet Metal Hand Roll - Tag No. 6-2396  
 1 Hydraulic Press - Tag No. 6-4015  
 1 lot Small Maintenance Hand Tools  
 1 Portable Pipe Threading Mach. - Tag No. 06-5371  
 1 Model 429-PM Tow Motor - Tag No. 06-6008  
 1 Ingersoll Rand Air Compressor - Tag No. 06-3905,  
 Motor #2188  
 1 Ingersoll Rand Air Compressor - Motor #3767  
 1 lot Steel Shelving (From Maint. Balcony)  
 1 lot Steam Horse (From Maint. Dept.)  
 1 Yale Electric Hoist - Tag 06-6848  
 1 4-shelf Bookcase Unit - Tag 06-5588  
 1 Power Band Saw - Tag 06-4813  
 1 Power Band Saw - Tag 06-6413  
 1 Grinder - Tag 06-3914  
 1 Grinder - Tag 06-4807  
 1 Steel Work Bench (From Maint. Shop)  
 1 Wood Work Bench (From Maint. Shop)  
 1 lot Bench Vises (From Maint. Shop)  
 2 Office Tables  
 6 Office Chairs  
 1 Weld Band Saw located in Maint. Shop  
 1 Pay Loader - Tag 06-5857  
 1 Lift Truck - Tag 06-5886  
 1 Lift Truck - Tag 06-6008  
 1 Portable Work Bench - Tag 06-1  
 1 Portable Work Bench - Tag 06-2  
 1 Portable Work Bench - Tag 06-3  
 1 Portable Work Bench - Tag 06-4  
 1 Portable Work Bench - Tag 06-7  
 1 Portable Work Bench - Tag 06-8  
 1 Grinder - Tag 06-4363  
 1 Grinder - Tag 06-4807  
 1 Grinder - Tag 06-3914  
 1 Drill Press - Tag No. 06-4435  
 1 Drill Press - Tag No. 06-4906  
 1 Metal Cutting Band Saw - Tag 06-4813  
 1 Metal Cutting Band Saw - Tag 06-4513  
 1 Pipe Threader - Tag 06-901  
 1 Pipe Threader - Tag 06-5371  
 1 Sheet Metal Break - Tag 06-6019  
 1 Dewalt Saw - Tag 06-4810

Hobart Welder - Tag 06-4919  
 Shop Truck - Tag 06-5  
 Shop Truck - Tag 06-6  
 Shop Truck - Tag 06-9  
 Shop Truck - Tag 06-10  
 Shop Truck - Tag 06-11  
 Shop Truck - Tag 06-12  
 Shop Truck - Tag 06-13  
 Shop Truck - Tag 06-14  
 Hand Truck - Tag 06-15  
 Desk - Tag 06-4225  
 Desk - Tag 06-3041  
 Desk - Tag 06-16  
 Desk (Steno) - Tag 06-6296  
 Table - Tag 06-3055  
 Table - Tag 06-3073  
 Table - Tag 06-4322  
 Table - Tag 06-4318  
 File Cabinet - Tag 06-3059  
 File Cabinet - Tag 06-10217  
 File Cabinet - Tag 06-2709  
 File Cabinet - Tag 06-4442  
 Drawing Table - Tag 06-17  
 Sheet Metal Roller - Tag 06-2396  
 Scaffolding - Tag 06-18  
 13" Bucket Elevator Belt  
 Cardex File - Tag 06-26  
 Cardex File - Tag 06-317  
 Cardex File - Tag 06-5761  
 Cardex File - Tag 06-256  
 Cardex File - Tag 06-5780  
 Chair - Tag 06-4628  
 Chair - Tag 06-5957  
 Chair - Tag 06-4625  
 Chair - Tag 06-75  
 Chair - Tag 06-74  
 Chair - Tag 06-27  
 Chair - Tag 06-4626  
 Chair - Tag 06-5950  
 Chair - Tag 06-4624  
 Chair - Tag 06-2775  
 Chair - Tag 06-4637  
 Chair - Tag 06-124  
 Chair - Tag 06-4241  
 Chair - Tag 06-4337  
 Air Machine (POIC-12C-43)

#### PRESENT BOX SHOE OPERATION

All machinery and other trade fixtures used in the present box shoe operation that are not functional are the property of basic building systems.

#### GAS REGULATION HOSES

The following is a list of gas regulation hoses that are not functional and are the property of basic building systems.

All equipment located in this station is the property of Owens, Libbey-Owens Gas Department, and the right of access to repair or remove equipment is hereby reserved in its behalf.

This conveyance is subject to the following exceptions and reservations:

1. Rights of way, easements and properties of Chesapeake & Ohio Railway Company shown, in red and green, upon the aforesaid map revised October 23, 1963, attached hereto, and as described in the following deeds:

- (1) Deed dated April 27, 1917, from Kanawha Manufacturers Gas Company to The Chesapeake & Ohio Railway Company, recorded in Deed Book 170, page 11, conveying 1.55 acres of which 0.86 acre was reconveyed to Owens-Illinois Glass Company by deed dated August 8, 1935, recorded in Deed Book 405, page 369.
- (2) Agreement dated January 31, 1920, between The Chesapeake & Ohio Railway Company and The Owens Bottle Company, recorded in Deed Book 213, page 354.
- (3) Deed dated January 19, 1942, from Owens-Illinois Glass Company to The Chesapeake and Ohio Railway Company, recorded in Deed Book 608, page 62.

2. Libbey-Owens-Ford water intakes, pump house (meaning the upriver pump house, the downriver pump house being included in this conveyance), and connecting pipe lines and power lines and easements therefor, as shown upon the aforesaid map revised October 23, 1963, attached hereto, and as described in the following deed:

- Deed dated March 31, 1938, from Owens-Illinois Glass Company to Libbey-Owens-Ford Glass Company, recorded in Deed Book 495, page 153.

3. Any rights of the United States of America adversely or otherwise acquired affecting the property

hereby conveyed with respect to normal pool stage, flowage, or flooding of Kanawha River.

4. All public utility easements and rights of way as shown upon the aforesaid map revised October 23, 1963, attached hereto, and all said easements and rights of way in actual existence and use upon the property hereby conveyed and as described in the following deeds:

(1) Deed dated September 26, 1962, from Owens-Illinois Glass Company to Appalachian Power Company, recorded in Deed Book 1370, page 703.

(2) Deed dated May 6, 1953, from Owens-Illinois Glass Company to Appalachian Electric Power Company, recorded in Deed Book 1047, page 373.

(3) Deed dated April 12, 1949, from Owens-Illinois Glass Company to Appalachian Electric Power Company, recorded in Deed Book 876, page 393.

(4) Deed dated June 12, 1937, from Owens-Illinois Glass Company to Appalachian Electric Power Company, recorded in Deed Book 436, page 330.

5. The party of the first part hereby reserves for itself, its successors and assigns, its employees, agents, guests, and licensees and their employees, agents, and guests, a non-exclusive easement over and upon such portion of the roadway colored in yellow upon the aforesaid map dated February 21, 1964, attached hereto, for vehicular and pedestrian access to and from the aforesaid parcel containing 0.5613 acre hereinbefore excepted from Tract No. 1 as the party of the second part, its successors, licensees or assigns may use for roadway purposes, for so long as and only so long as such portion is so used as a roadway by the party of the second part, its successors, licensees or assigns,

PFE ORIGINAL

provided that, in the event such roadway is relocated, whether or not utilizing the easement hereinbefore described as Tract No. 3 in such a way as to be capable of providing access between said parcel containing 0.8616 acre heretofore excepted from Tract No. 1 and any public thoroughfare, such re-located roadway shall be subject to this reservation.

Subject to the 1965 real and personal property taxes assessed against the property hereby sold and conveyed, which taxes became a lien as of July 1, 1964, and are to be prorated between the parties hereto as of the date of this deed, the party of the first part to pay the prorata part thereof accruing to the date of this deed and the party of the second part to exonerate the remainder, and subject further to the easements, reservations and exceptions hereinbefore set forth, and such rights, if any, as may have been acquired by the public in the nature of easements or right of way in connection with a former ferry landing of Frank McKeown, the party of the first part does hereby WARRANT GENERALLY the property herein sold and conveyed, that same is free and clear from all liens and encumbrances, that it has the right to sell and convey the same, and that it will execute such further assurances of title as may be requisite.

The grantor hereby declares that this instrument is exempt from the West Virginia excise tax on the privilege of transferring real property, because this document transfers property to a political subdivision of the State of West Virginia.

IN WITNESS WHEREOF the said Owens-Illinois Glass Company, a corporation, has caused its corporate name to be signed and its

PFE ORIGINAL

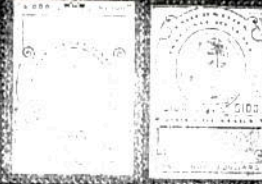
corporate seal to be affixed hereto by its proper officer thereunto  
duly authorized.

OWENS-ILLINOIS GLASS COMPANY

By J. A. BollandIts Asst. Secy.

(CORPORATE SEAL)

ATTEST:

A. C. O'NealIts Asst. Secy.

STATE OF OHIO,

COUNTY OF LUCAS, to-wit:

I, Donald A. Runkel, a Notary Public in  
and for the County and State aforesaid, do certify that  
J. A. Bolland, who signed the foregoing and attached  
writing, bearing date the 1st day of February, 1965, for OWENS-  
ILLINOIS GLASS COMPANY, a corporation, has this day before me in  
my said County acknowledged the said writing to be the act and  
deed of said corporation.

Given under my hand and official seal this 8th day of  
February, 1965.

My commission expires Sept. 17, 1967.

250

Donald A. Runkel  
Notary Public

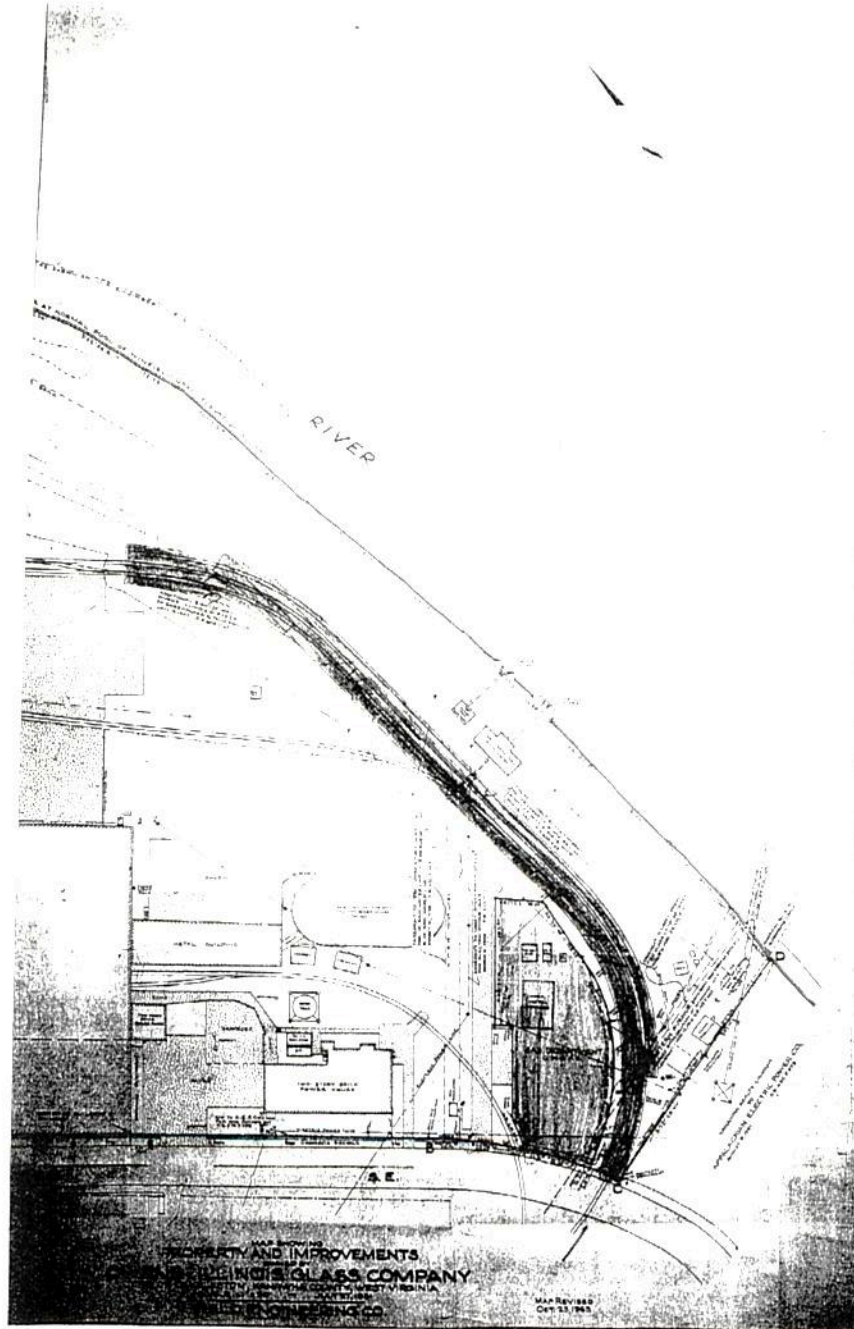
MADELL L. RUNKEL  
Notary Public, Lucas County, Ohio  
My Commission Expires Sept. 17, 1967

This instrument was presented to the Clerk of the County  
Court of Kanawha County, West Virginia, on FEB 10 1965  
and the same is admitted to record.

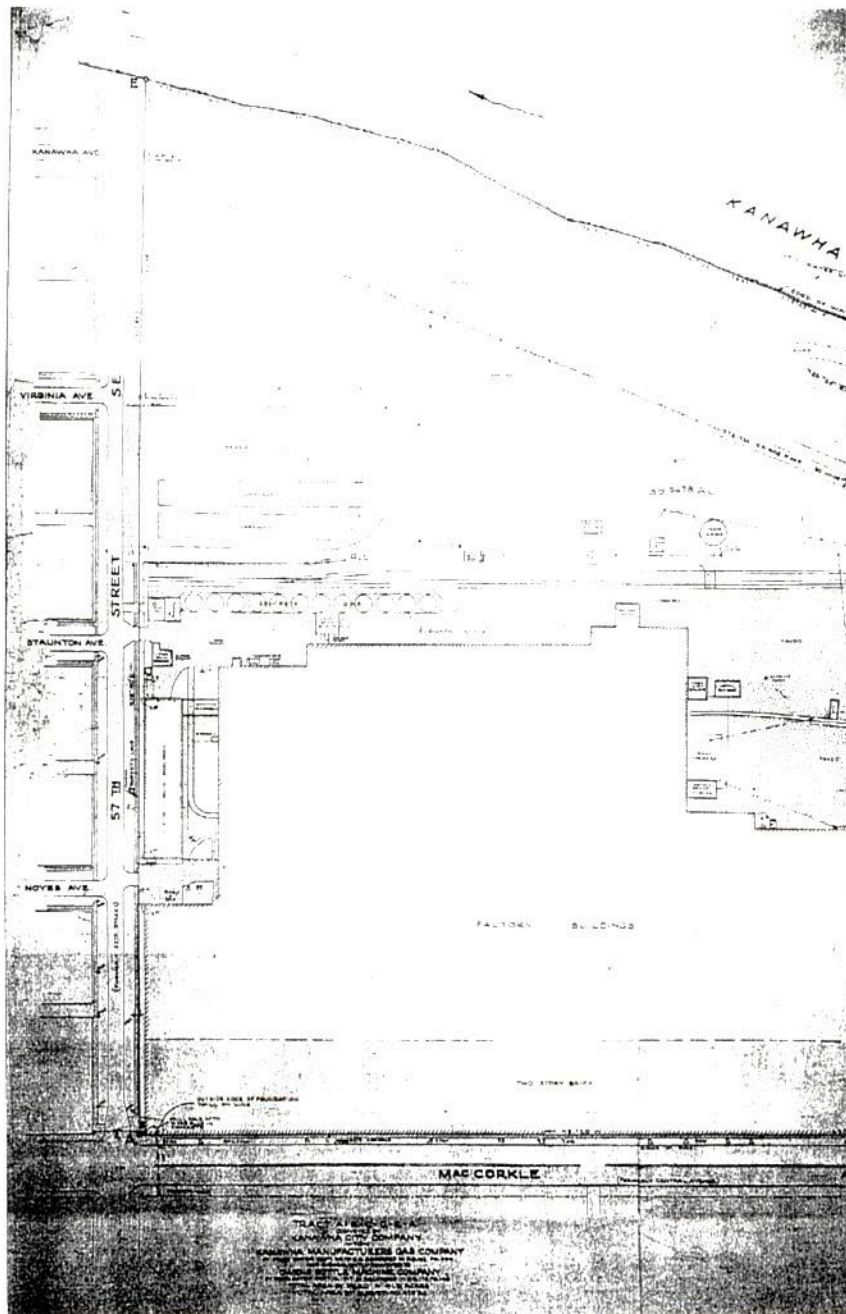
Don Runkel Clerk

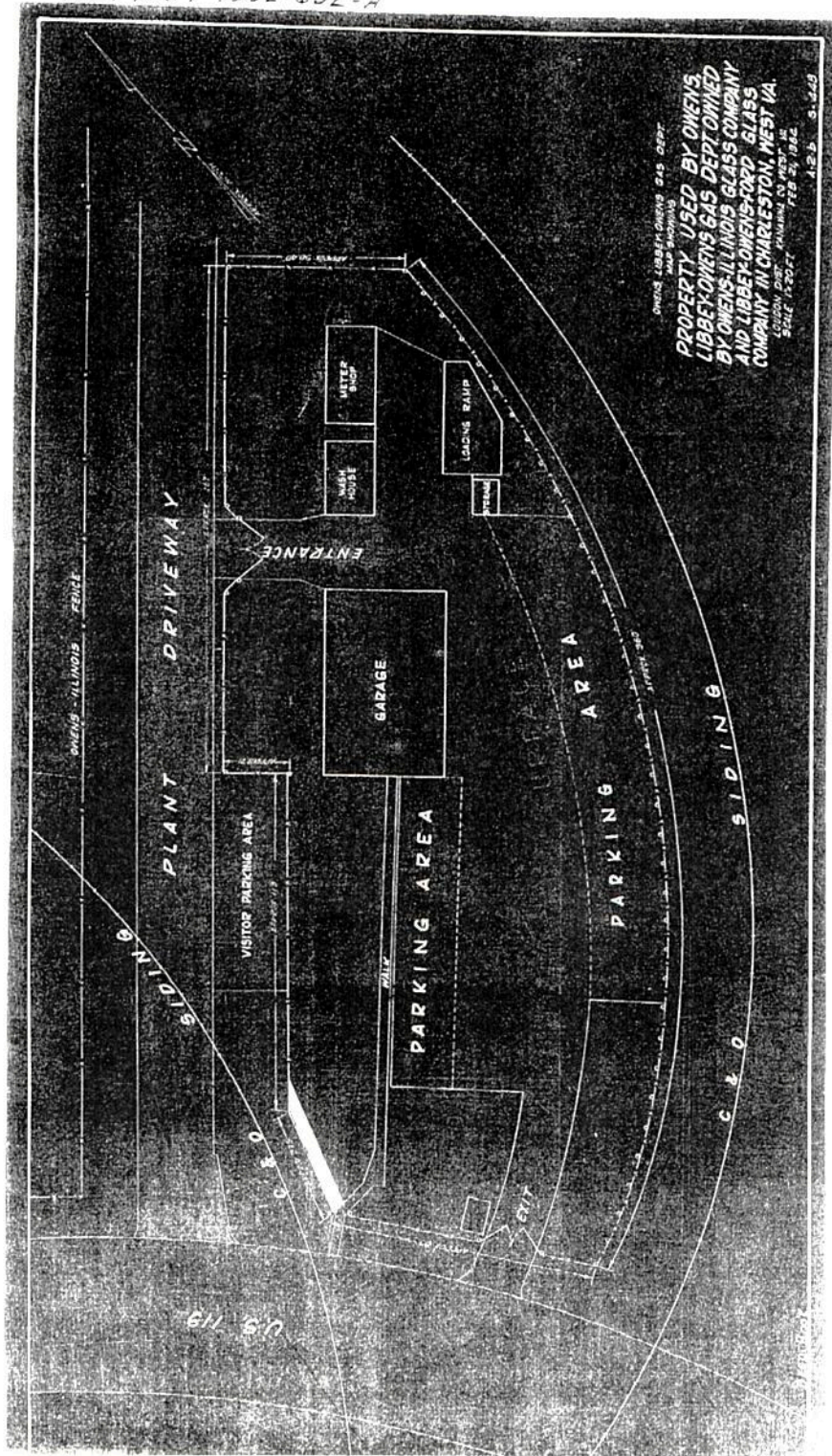
-109- Kanawha County Court

PFE ORIGINAL



PFE ORIGINAL





PFE ORIGINAL